



**AGENDA**  
**ANDERSON COUNTY COUNCIL**  
**REGULAR MEETING**  
**Tuesday, January 2, 2024, at 6:30 p.m.**  
**Historic Courthouse**  
**101 S. Main Street**  
**Anderson, South Carolina**  
*Chairman Tommy Dunn, Presiding*

**1. CALL TO ORDER**

**2. INVOCATION AND PLEDGE OF ALLEGIANCE**

Hon. Greg Elgin

**3. ELECTION OF CHAIRMAN**

**4. ELECTION OF VICE-CHAIRMAN**

**5. APPROVAL OF MINUTES**

minutes not received December 5, 2023,  
December 19, 2023

**6. CITIZENS COMMENTS**

Agenda Matters Only  
**THREE-MINUTE TIME LIMIT**

**7. PRESENTATION BY WLS**

**8. ORDINANCE THIRD READING:**

- a. 2023-023:** An Ordinance providing for the imposition of a transportation sales and use tax, subject to a November 5, 2024 referendum, pursuant to Title 4, Chapter 37 of the Code of Laws of South Carolina 1976, as amended; ordering a referendum in connection therewith; and providing for matters relating thereto.

Mr. Rusty Burns (allotted 5 minutes)

**Tommy Dunn**  
Chairman, District Five

**John B. Wright, Jr.**  
District One

**Greg Elgin**  
District Three

**M. Cindy Wilson**  
District Seven



**Brett Sanders**  
V. Chairman, District Four

**Glenn Davis**  
District Two

**Jimmy Davis**  
District Six

**Renee Watts**  
Clerk to Council

**Rusty Burns**  
County Administrator



- b. **2023-031:** An Ordinance authorizing the execution and delivery of a special source credit agreement by and between Anderson County, South Carolina, Lake Hartwell Development Group LLC, D/B/A The Shores of Asbury with respect to certain economic development property in the County, whereby such property will receive certain special source credits in respect of investment in related infrastructure; and other matters related thereto. [Project Shoreline] **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Burriss Nelson (allotted 5 minutes)

- c. **2023-032:** An Ordinance to amend an agreement for the development of a joint county industrial and business park (2010 Park) of Anderson and Greenville Counties so as to enlarge the park to include certain property of Lake Hartwell Development Group LLC, D/B/A The Shores of Asbury and other matters related thereto. [Project Shoreline] **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Burriss Nelson (allotted 5 minutes)

**9. ORDINANCE SECOND READING:**

- a. **2023-033:** An Ordinance to approve the first amendment to sublease agreement between Anderson County, South Carolina, and Lake Hartwell Development Group LLC D/B/A The Shores of Asbury for the Asbury Park site on Lake Hartwell; and other matters related thereto. **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Burriss Nelson (allotted 5 minutes)

**10. ORDINANCE FIRST READING: NONE**

**11. RESOLUTIONS:**

- a. **2024-001:** A Resolution expressing intent to cease county maintenance on and to authorize county consent to judicial abandonment and closure of a portion of Sebastian Ct an abandoned road in Woodhaven Estates subdivision; and other matters related thereto. (District 2)

Mr. Matt Hogan (allotted 5 minutes)

- b. **2024-002:** A Resolution expressing the intent to cease county maintenance on and to authorize county consent to Judicial Abandonment and closure of Oakwood Dr designated as C-1-80A; and other matters related thereto. (District 6)

Mr. Matt Hogan (allotted 5 minutes)

**12. ROAD ACCEPTANCE INTO COUNTY INVENTORY:**

- a. Breckenridge Subdivision Phases 3,4,5 (District 7)  
S Oak Crest Drive  
Oak Hill Lane  
Maple Lane  
Highlands Drive

Mr. Matt Hogan (allotted 5 minutes)

**13. REQUEST BY COUNCIL:**

- a. United Negro College Fund-All Districts  
b. Westside Community Center-All Districts  
c. Anderson County Foster Parent Association-All Districts  
d. SC State Chili Cook-Off-District 3

**14. ADMINISTRATOR'S REPORT:**



**15. CITIZENS COMMENTS**

Non-Agenda Matters  
**THREE-MINUTE TIME LIMIT**

**16. REMARKS FROM COUNCIL**

**17. ADJOURNMENT**

**Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures in order to participate in this program, service or activity please contact the office of the program, service or activity as soon as possible but no later than 24 hours before the scheduled event. For assistance, please contact the Clerk to Council at (864) 260-1036.**

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AN ORDINANCE PROVIDING FOR THE IMPOSITION OF A TRANSPORTATION  
SALES AND USE TAX, SUBJECT TO A NOVEMBER 5, 2024 REFERENDUM,  
PURSUANT TO TITLE 4, CHAPTER 37 OF THE CODE OF LAWS OF SOUTH CAROLINA  
1976, AS AMENDED; ORDERING A REFERENDUM IN CONNECTION THEREWITH;  
AND PROVIDING FOR MATTERS RELATING THERETO.

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TRANSPORTATION SALES TAX ORDINANCE

Ordinance No. 2023-023

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January 2, 2024

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EXHIBIT A – FORM OF BALLOT

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EXHIBIT C – FORM OF NOTICE OF PUBLIC HEARING FOR ORDINANCE

**BE IT ORDAINED BY THE COUNTY COUNCIL OF ANDERSON COUNTY,  
SOUTH CAROLINA, AS FOLLOWS:**

**ARTICLE I**

**FINDINGS OF FACT**

Section 1.01 Findings.

The County Council of Anderson County (the “*County Council*”), the governing body of Anderson County, South Carolina (the “*County*”), hereby finds and determines:

(a) Pursuant to Title 4, Chapter 37 of the Code of Laws of South Carolina 1976, as amended (the “*Act*”), the County may impose by ordinance, subject to referendum, a sales and use tax in an amount not to exceed one percent within such county to finance, *inter alia*, transportation projects for a specific period of time to collect a limited amount of money.

(b) The Act further provides that such sales and use tax (the “*Sales Tax*”) shall be subject to a referendum and that the ordinance imposing the Sales Tax specify (i) the projects to be funded from the Sales Tax; (ii) the maximum time of the imposition of the Sales Tax; (iii) the estimated capital cost of the projects to be funded and the principal amount of any bonds payable from the Sales Tax; and (iv) the anticipated year the Sales Tax will end.

(c) Projects eligible for funding under the Sales Tax are limited to highways, roads, streets, bridges, mass transit systems, greenbelts, and other transportation-related projects facilities including, but not limited to, drainage facilities relating to the highways, roads, streets, bridges, and other transportation-related projects, and may be jointly operated by a county and another governmental entity.

(d) The South Carolina Revenue and Fiscal Affairs Office, by letter dated May 11, 2023, advised the County that, should the Sales Tax be imposed for fiscal year ending June 30, 2026, proceeds are anticipated to be \$45,012,000, and grow over time with the growth of the State of South Carolina (the “*State*”). Based on the information provided by Revenue and Fiscal Affairs, the County finds that Sales Tax proceeds would total approximately \$366,000,000 over seven years.

(e) The County has undertaken an extensive inventory and assessment of its existing transportation infrastructure and finds that transportation infrastructure within the County is insufficient to meet the current and future needs of the County and requires the dedication of significant public resources from the State and the County, and that significant State resources are likely to become available should the County obtain and dedicate sufficient matching funds, which the County currently lacks.

(f) County Council finds that addressing the findings set forth above through the construction, improvement, and development of transportation infrastructure in the County will serve a public purpose, will enhance economic development, and will promote the health, safety, and welfare of the citizens of the County.

(g) County Council is minded to put the question of using a Sales Tax to meet the transportation needs of the County to the electors of the County on November 5, 2024 (the “**Referendum**”). County Council has reviewed the report extensively and has developed a form of ballot question (the “**Ballot Question**”) containing transportation projects (the “**Transportation Projects**” as further defined in Section 2.02 hereof) and the proposed use of bonds secured by the Sales Tax to submit to electors at the Referendum.

(h) In accordance with Section 4-37-30(A)(1) of the Act this ordinance specifies (i) that the proceeds of the Sales Tax will be used to defray the costs of the Transportation Projects described in Section 2.02 hereof and as set forth on the Ballot Question attached hereto as Exhibit A, (ii) that the Sales Tax shall not exceed the lesser of seven calendar years (consisting of seven 12-month periods from imposition) or the length of payment for the Transportation Projects, (iii) that the estimated capital cost of the Transportation Projects to be funded from the sales tax is \$366,000,000 and the principal amount of bonds to be supported by the Sales Tax is \$15,000,000, and (iv) that the Sales Tax is anticipated to end April 30, 2032.

(i) Pursuant to the provisions of Section 4-9-130 of the Code of Laws of South Carolina 1976, as amended, a public hearing, after giving reasonable notice, is required to be conducted prior to the third and final reading of this ordinance by the County Council. In accordance with this provision, a public hearing shall be conducted and due notice, in substantially the form provided at Exhibit C hereto, shall be provided all as required by said Section 4-9-130.

## ARTICLE II

### IMPOSITION OF SALES TAX SUBJECT TO REFERENDUM

#### Section 2.01 Imposition, Term.

The County Council hereby imposes the Sales Tax in the County, subject to approval at the Referendum, for the period beginning May 1, 2025, and ending the earlier of (i) April 30, 2032, or (ii) the end of the calendar month during which the South Carolina Department of Revenue (the “**Department of Revenue**”) determines that the Sales Tax has raised revenues sufficient to provide the greater of either the cost of the Transportation Projects as approved in the Referendum or the cost to amortize all debts related to the approved Transportation Projects.

#### Section 2.02 Purposes.

The Sales Tax proceeds shall be applied for the purpose of funding the Transportation Projects set forth below in accordance with the Act and SC Revenue Ruling #22-2 and any successor ruling. The Transportation Projects consist of the following:

Project (1)	For improvements to highways, roads (paved and unpaved), streets, intersections, and bridges within Anderson County, South Carolina, including related drainage system improvements.	\$366,000,000
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## ARTICLE III

## REFERENDUM

### Section 3.01 Ordering the Referendum, Form of Ballot Question.

The Referendum is hereby ordered. The Board of Elections and Voter Registration of the County shall conduct the Referendum on November 5, 2024. The form of the Ballot Question is set forth at Exhibit A.

### Section 3.02 Notice of Referendum.

The Board of Voter Registration and Elections of the County shall publish in a newspaper of general circulation in the County the date and time of the Referendum once a week for four consecutive weeks immediately preceding November 5, 2024.

### Section 3.03 Public Hearing.

The Board of Voter Registration and Elections of the County shall hold a public hearing at least 15 days prior to the Referendum after publication of notice of such public hearing setting forth the date, time, and location of such public hearing. Such notice is included as Exhibit B hereto, and may be revised as necessary or appropriate by the Board of Voter Registration and Elections, provided it complies with the Act and the election laws of the State.

### Section 3.04 Conduct of Referendum; Certification of Referendum.

(a) The Board of Voter Registration and Elections of the County shall conduct the Referendum pursuant to the Act and under the election laws of this State, *mutatis mutandis*.

(b) At the Referendum with regard to the imposition of the Sales Tax, all qualified electors desiring to vote in favor of imposing the Sales Tax for the Transportation Projects shall vote “yes” and all qualified electors opposed to levying the Sales Tax shall vote “no.” If a majority of the electors voting in the Referendum vote in favor of the imposition of the Sales Tax, the Sales Tax is imposed as provided in the Act and this ordinance.

(c) At the Referendum with regard to the authorization of general obligation bonds secured by Sales Tax receipts, all qualified electors desiring to vote in favor of the authorization of such bonds for the stated purposes shall vote “yes” and all qualified electors opposed to the issuance of such bonds shall vote “no.” If a majority of the electors voting in the Referendum vote in favor of the authorization of general obligation bonds secured by Sales Tax receipts, bonds may be issued in accordance with Article X, Section 14, Paragraph (6) of the Constitution of the State of South Carolina, 1895, as amended.

(d) The Board of Voter Registration and Elections of the County shall certify the result no later than November 30, 2024, to the County and to the Department of Revenue. Such certification shall include the maximum cost of the Transportation Projects, the maximum time for

the imposition of the Sales Tax, and the principal amount of bonds, if any, to be supported by the Sales Tax.

## **ARTICLE IV**

### **ADMINISTRATION OF THE SALES TAX**

#### **Section 4.01 Administration.**

(a) The Sales Tax must be administered and collected by the Department of Revenue in accordance with the provisions of the Act.

(b) The revenues of the Sales Tax collected under this ordinance must be remitted to the State Treasurer and credited to a fund separate and distinct from the general fund of the State. After deducting the amount of any refunds made and costs to the Department of Revenue of administering the tax, not to exceed one percent of such revenues, the State Treasurer shall distribute the revenues quarterly to the Anderson County Treasurer and the revenues must be used only for the purposes stated herein. The State Treasurer may correct misallocations by adjusting subsequent distributions, but these distributions must be made in the same fiscal year as the misallocation. However, allocations made as a result of city or county code errors must be corrected prospectively.

(c) The Department of Revenue shall furnish data to the State Treasurer and to the Anderson County Treasurer for the purpose of calculating distributions and estimating revenues. The information which must be supplied to the County upon request includes, but is not limited to, gross receipts, net taxable sales, and tax liability by taxpayers. Information about a specific taxpayer is considered confidential and is governed by the provisions of Section 12-54-240 of the Code of Laws of South Carolina 1976, as amended. Any person violating the provisions of this section shall be subject to the penalties provided in Section 12-54-240 of the Code of Laws of South Carolina 1976, as amended.

#### **Section 4.02 Budgeting and Appropriation of Sales Tax Proceeds.**

(a) County Council shall adopt annually and prior to the beginning of each fiscal year a budget for expenditures of Sales Tax revenues. County Council may make supplemental appropriations for the Sales Tax following the same procedures prescribed for the enactment of other budget ordinances. The provisions of this section shall not be construed to prohibit the transfer of funds appropriated in the annual budget for the Sales Tax for purposes other than as specified in the annual budget when such transfers are approved by County Council. In the preparation of the annual budget, County Council may require any reports, estimates, and statistics from any county agency or department as may be necessary to perform its duties as the responsible fiscal body of the County.

(b) Any outside agencies, political subdivisions or organizations designated to receive funding from the Sales Tax must annually submit requests for funding in accordance with procedures and schedules established by the County Administrator. The County Administrator

shall prepare the proposed budget for the Sales Tax and submit it to the County Council at such time as the County Council determines. At the time of submitting the proposed budget, the County Administrator shall submit to the County Council a statement describing the important features of the proposed budget.

(c) Except as specifically authorized by County Council, any outside agency or organization receiving an appropriation of the Sales Tax must provide to County Council an independent annual audit of such agency's or organization's financial records and transactions and such other and more frequent financial information as required by County Council, all in form satisfactory to County Council.

#### Section 4.03 Disposition of Excess Proceeds.

Amounts of Sales Tax collected in excess of the required proceeds must first be applied, if necessary, to complete each Transportation Project for which the Sales Tax was imposed. Any additional revenue collected above the specified amount must be applied to the reduction of debt principal of the County on transportation infrastructure debts only.

### **ARTICLE V**

#### **OTHER MATTERS**

#### Section 5.01 Transmittal to Election Commission; Notification of Department of Revenue.

(a) Upon enactment of this ordinance, the Clerk to County Council is directed to provide the same to the Anderson County Board of Voter Registration and Elections with direction to provide for the submission of the Ballot Question to the electors of the County at the Referendum.

(b) The Board of Voter Registration and Elections of the County is advised that Proviso 109.15 of the State's 2023-2024 General Appropriations Act provides that it must notify the Department of Revenue of the Referendum sixty days prior to the date thereof, and that subsequent General Appropriations Acts may contain similar language.

#### Section 5.02 Authorization for Further Action.

The County Council hereby authorizes the County Administrator to take all action necessary and convenient in connection with implementing this ordinance.

#### Section 5.03 No Establishment of Transportation Authority.

The County has elected to impose the Sales Tax subject to a favorable Referendum as provided at Section 4-37-30(A) of the Act and elected not to create a transportation authority to use and impose tolls under Section 4-37-30(B) of the Act.

Section 5.04 Ordinance and Ballot Question are Severable.

It is hereby expressed to be the intent of County Council that if any one or more of the provisions or portions of this ordinance or the Ballot Question are determined by a court of competent jurisdiction to be contrary to law, then that specific provision or portion shall be severed from the remaining terms or portions hereof or thereof and the invalidity thereof shall in no way affect the validity of the other provisions of this ordinance or the Ballot Question. If any provisions of this ordinance or the Ballot Question shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied to any particular case in any jurisdiction or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, those circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein or therein inoperative or unenforceable or invalid to any extent whatever.

Section 5.05 General Repealer.

All prior ordinances or resolutions of County Council in conflict herewith are hereby superseded, amended, or repealed, in whole or in part, as applicable and only to the extent of such conflict.

Section 5.06 Effective Date.

This ordinance shall take effect upon third and final reading thereof.

\* \* \*

**ORDAINED** in meeting duly assembled this 2<sup>nd</sup> day of January 2024.

ATTEST:

ANDERSON COUNTY COUNCIL

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Rusty Burns  
Anderson County Administrator

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Tommy Dunn, Chairman

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Renee Watts  
Anderson County Clerk to Council

Approved as to form:

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Leon C. Harmon  
Anderson County Attorney

First Reading:	June 6, 2023
Second Reading:	December 5, 2023
Public Hearing:	December 5, 2023
Third Reading:	January 2, 2024

EXHIBIT A

FORM OF BALLOT

Question 1

I approve a special sales and use tax in the amount of one percent to be imposed in Anderson County, South Carolina for not more than seven years to fund the following project or projects:

Project (1)	For improvements to highways, roads (paved and unpaved), streets, intersections, and bridges within Anderson County, South Carolina, including related drainage system improvements.	\$366,000,000
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Yes \_\_\_\_

No \_\_\_\_

Question 2

I approve the issuance of not exceeding \$15,000,000 of general obligation bonds of Anderson County payable from the special sales and use tax described in Question 1 above, maturing over a period not to exceed seven years, to fund a portion of the projects described in Question 1 above.

Yes \_\_\_\_

No \_\_\_\_

EXHIBIT B

FORM OF NOTICE OF PUBLIC HEARING FOR REFERENDUM

**NOTICE OF PUBLIC HEARING**

The Board of Voter Registration and Elections of Anderson County will hold a public hearing to receive oral or written comments [on Tuesday, September \_\_, 2024 at 6:30 p.m. concerning the sales tax referendum to be held on November 5, 2024 and ordered pursuant to that ordinance entitled “AN ORDINANCE PROVIDING FOR THE IMPOSITION OF A TRANSPORTATION SALES AND USE TAX, SUBJECT TO A NOVEMBER 5, 2024 REFERENDUM, PURSUANT TO TITLE 4, CHAPTER 37 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED; ORDERING A REFERENDUM IN CONNECTION THEREWITH; AND PROVIDING FOR MATTERS RELATING THERETO” enacted by the County Council of Anderson County, South Carolina on December 19, 2023. The public hearing will be held in the Council Chambers – 2nd Floor – Historic Courthouse, 101 S. Main Street, Anderson, SC 29624.

ANDERSON COUNTY, SOUTH CAROLINA

EXHIBIT C

FORM OF NOTICE OF PUBLIC HEARING FOR ORDINANCE

**NOTICE OF PUBLIC HEARING**

The Anderson County Council will hold a public hearing to receive oral or written comments on Tuesday, December 5, 2023 at 6:30 p.m. concerning a proposed ordinance entitled “AN ORDINANCE PROVIDING FOR THE IMPOSITION OF A TRANSPORTATION SALES AND USE TAX, SUBJECT TO A NOVEMBER 5, 2024 REFERENDUM, PURSUANT TO TITLE 4, CHAPTER 37 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED; ORDERING A REFERENDUM IN CONNECTION THEREWITH; AND PROVIDING FOR MATTERS RELATING THERETO.” The public hearing will be held in the Council Chambers – 2nd Floor – Historic Courthouse, 101 S. Main Street, Anderson, SC 29624.

ANDERSON COUNTY, SOUTH CAROLINA

**ORDINANCE NO. 2023-031**

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE CREDIT AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA, LAKE HARTWELL DEVELOPMENT GROUP LLC, D/B/A THE SHORES OF ASBURY WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL RECEIVE CERTAIN SPECIAL SOURCE CREDITS IN RESPECT OF INVESTMENT IN RELATED INFRASTRUCTURE; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, ANDERSON COUNTY, SOUTH CAROLINA (the “*County*”), acting by and through its County Council (the “*County Council*”), is authorized and empowered under and pursuant to the provisions of Title 4, Chapter 1 (the “*Multi-County Park Act*”) and Title 4, Chapter 29, of the Code of Laws of South Carolina 1976, as amended, to enter into agreements with industry whereby the industry would pay fees-in-lieu-of taxes with respect to qualified projects; to provide infrastructure credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure enhancing the economic development of the County; through all such powers the industrial development of the State of South Carolina (the “*State*”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

**WHEREAS**, the County is authorized by Section 4-1-175 of the Multi-County Park Act to provide special source credits against payments in lieu of taxes to provide reimbursement to companies in respect of investment in infrastructure enhancing the economic development of the County, including improvements to real estate and personal property including machinery and equipment used in the operation of a manufacturing or commercial enterprise, within the meaning of Section 4-29-68, Code of Laws of South Carolina 1976, as amended (“*Infrastructure*”); and

**WHEREAS**, the County Council of Anderson County (“*County Council*”) has agreed to assist Lake Hartwell Development Group LLC, d/b/a The Shores of Asbury a South Carolina limited liability company (the “*Company*”) (formerly known to the County as “*Project Shoreline*”), in the expansion by the Company of a multi-use recreational park in the County (the “*Project*”) by (i) adding the Company to a joint county industrial and business park established by the County with an adjoining South Carolina county pursuant to Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Multi-County Park Act (a “*Park*”) and (ii) pursuant to the Section 4-1-175 of the Multi-County Park Act, providing for certain special source credits against payments in lieu of taxes by the Company from and with respect to the Project in qualified Infrastructure used in the establishment and operation of the Project; and

**WHEREAS**, the Company has represented that the Project will involve a combined investment of \$1,500,000 in the County within the Investment Period (as such term is defined in the hereinafter defined Special Source Credit Agreement; and

**WHEREAS**, pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution, the County intends to cause the Project, to the extent not already therein located, to be placed in a joint county industrial and business park such that the Project will receive the benefits of the Multi-County Park Act; and

**WHEREAS**, the County Council has agreed, pursuant to Section 4-1-175 of the Multi-County Park Act, to provide special source credit financing of the Infrastructure with respect to the Project by

providing a credit (a ***“Special Source Credit”***) to the Company against payments in lieu of taxes for the Project in the Park (the ***“Fee Payments”***) for a period of fifty (50) consecutive years or until the termination of the Sublease Agreement dated as of December 15, 2020 by and between Anderson County and the Company, whichever comes first, commencing with the annual Fee Payment to be first payable on or before the January 15 immediately following the first year in which any portion of the Project is first placed in service, in an annual amount sufficient to reduce the amount of each such Fee Payment due for each such tax year, so that the resulting net Fee Payment due and payable by the Companies equals the Gross Sales Payment for that year (as defined herein). Such Special Source Credits are subject to the Company meeting the investment set forth herein, and all as set forth more fully in the Special Source Credit Agreement between the County and the Company presented to this meeting (the ***“Special Source Credit Agreement”***). As defined in the Special Source Credit Agreement, Gross Sales shall mean total sales of the Company related to the Project after discounts and returns, unadjusted for the costs related to generating the sales (***“Gross Sales”***); and Gross Sales Payment shall mean the annual gross sales payment made to the County in an amount equal to three percent (3%) of Gross Sales in an amount equal to the percentages in paragraph 3.02(a) of the Special Source Credit Agreement (a ***“Gross Sales Payment”***); and

**WHEREAS**, the County has determined and found, on the basis of representations of the Company, that the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Project, i.e., economic development, retention of jobs, and addition to the tax base of the County, are proper governmental and public purposes;

**WHEREAS**, the County Council has caused to be prepared and presented to this meeting the form of the Special Source Credit Agreement which the County proposes to execute and deliver; and

**WHEREAS**, it appears that the Special Sourced Credit Agreement above referred to, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered or approved by the County for the purposes intended;

**NOW, THEREFORE, BE IT ORDAINED**, by the County Council as follows:

Section 1. The Chairman of the County Council and the County Administrator, for and on behalf of the County, are hereby authorized to execute and deliver the Special Source Credit Agreement, in substantially the form attached hereto, or with such minor changes as are not materially adverse to the County and as such officials shall determine and as are not inconsistent with the matters contained herein, and are directed to do anything otherwise necessary to effect the execution and delivery of the Special Source Credit Agreement and the performance of all obligations of the County under and pursuant to the Special Source Credit Agreement.

Section 2. Revenues generated for the Multi-County Park from the Project through the Special Source Credit Agreement to be retained by the County under the agreement governing the Multi-County Park (***“Net Park Fees”***) shall be distributed within the County as follows:

- (a) 15% of such Net Park Fees shall be deposited to the Bond Fund created by Ordinance 2018-042 and used as required or permitted thereby;
- (b) 35% of such Net Park Fees, and any surplus money under Ordinance 2018-042, shall be deposited to the Capital Renewal and Replacement Fund of the County; and

(c) remaining Net Park Fees shall be disbursed to each of the taxing entities in the County which levy an old ad valorem property tax in any areas comprising the County portion of the Multi-County Park in the same percentage as is equal to that taxing entity's percentage of the millage rate (and proportion of operating and debt service millage) being levied in the current tax year for property tax purposes.

Section 3. The Chairman of County Council, the County Administrator and the Clerk to County Council, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Special Source Credit Agreement and the performance of all obligations of the County thereunder.

Section 4. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 5. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

**ENACTED** in meeting duly assembled this \_\_ day of \_\_\_\_\_, 2024.

**ANDERSON COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Tommy Dunn, Chairman  
Anderson County Council

Attest:

By: \_\_\_\_\_  
Rusty Burns, County Administrator  
Anderson County, South Carolina

By: \_\_\_\_\_  
Renee Watts, Clerk to Council  
Anderson County, South Carolina

Approved as to form:

By: \_\_\_\_\_  
Leon C. Harmon, County Attorney  
Anderson County, South Carolina

First Reading: \_\_\_\_\_, 2023  
Second Reading: \_\_\_\_\_, 2023  
Third Reading \_\_\_\_\_, 2024  
Public Hearing: \_\_\_\_\_, 2024

**STATE OF SOUTH CAROLINA**

**COUNTY OF ANDERSON**

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received unanimous approval, by the County Council at its meetings of \_\_\_\_\_, 2023, \_\_\_\_\_, 2023, and \_\_\_\_\_, 2024, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

By: \_\_\_\_\_  
Renee Watts, Clerk to Council  
Anderson County, South Carolina

Dated: \_\_\_\_\_, 2024

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**SPECIAL SOURCE CREDIT AGREEMENT**

among

**ANDERSON COUNTY, SOUTH CAROLINA,**

and

**PROJECT SHORELINE**

\_\_\_\_\_  
Dated as of \_\_\_\_\_, 2024  
\_\_\_\_\_

---

## SPECIAL SOURCE CREDIT AGREEMENT

THIS SPECIAL SOURCE CREDIT AGREEMENT, dated as of \_\_\_\_\_, 2024 (the “Agreement”), among ANDERSON COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the “*County*”), and PROJECT SHORELINE, consisting of LAKE HARTWELL DEVELOPMENT GROUP LLC D/B/A THE SHORES OF ASBURY, a limited liability company organized and existing under the laws of the State of South Carolina, (“*Company*”).

### WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the “*County Council*”) is authorized by Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended (the “*Infrastructure Credit Act*”), to provide special source credit financing, secured by and payable solely from revenues of the County derived from payments in lieu of taxes pursuant to Article VIII, Section 13 of the South Carolina Constitution, for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County, all within the meaning of Section 4-29-68 of the Code of Laws of South Carolina 1976, as amended (the “*Infrastructure*”); and

WHEREAS, the Company will operate the Project (as defined below) on the land in the County described in Exhibit A hereto, subleased by the Company (the “*Land*”) (Exhibit A) pursuant to that certain Sublease Agreement dated as of December 15, 2020 by and between Anderson County and the Company (the “*Sublease Agreement*”), as amended; and

WHEREAS, the Company has represented that it intends to invest in the acquisition, construction and installation of buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute an expansion of their existing facilities in the County for the development of a multi-use recreational park (the “*Project*”), which will result in an expected aggregate investment of approximately \$1,500,000 by December 31 of the fifth (5<sup>th</sup>) year after the year in which any portion of the Project is first placed in service (the “*Investment Period*”); and

WHEREAS, the County and Greenville County have established a joint county industrial and business park (the “*Park*”) by entering into an Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010, as amended (the “*Park Agreement*”), pursuant to the provisions of Article VIII, Section 13 of the South Carolina Constitution and Title 4, Chapter 1 Code of Laws of South Carolina 1976 (collectively, the “*Multi-County Park Act*”), as amended, and have designated or will designate the Land as being included within the Park, and the County desires to cause the Park to continue to be located in the Park or such other multi-county industrial and business park so as to afford the Company the benefits of the Infrastructure Credit Act and the Multi-County Park Act as provided herein; and

WHEREAS, pursuant to the provisions of the Park Agreement, the Company is obligated to make or cause to be made payments in lieu of taxes in the total amount equivalent to the *ad valorem* property taxes, or, if applicable, any negotiated payments in lieu of taxes pursuant to the Code of Laws of South Carolina 1976, as amended, including Title 12, Chapter 44 thereof (the “*FILOT Act*”), that would have been due and payable but for the location of the Project within the Park; and

**WHEREAS**, pursuant to the Infrastructure Credit Act, the County has agreed to provide certain credits to the Company in respect of the Company’ investment in the Infrastructure with respect to the Project, and is delivering this Agreement in furtherance thereof; and

**WHEREAS**, the County Council has duly authorized execution and delivery of this Agreement by ordinance duly enacted by the County Council on \_\_\_\_\_, 2024, following conducting a public hearing on \_\_\_\_\_, 2024.

**NOW, THEREFORE**, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

## **ARTICLE I**

### **DEFINITIONS**

The terms defined in this Article I shall for all purposes of this Agreement have the meanings herein specified, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number and *vice versa*.

**“Agreement”** shall mean this Agreement, as the same may be amended, modified or supplemented in accordance with the terms hereof.

**“Code”** shall mean the Code of Laws of South Carolina 1976, as amended.

**“Company”** shall have the meaning set forth with respect to such terms in the recitals to this Agreement.

**“Cost of the Infrastructure”** shall mean to extent permitted by law, the cost of acquiring, by construction and purchase, the Infrastructure and shall be deemed to include, whether incurred prior to or after the date of this Agreement: (a) obligations incurred for labor, materials, and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (b) the cost of design and engineering of the Infrastructure; (c) the cost of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Infrastructure, which is not paid by the contractor or contractors or otherwise provided for; (d) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; (e) all other costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure; and (f) all legal, accounting and related costs properly capitalizable to the cost of the Infrastructure.

**“County”** shall mean Anderson County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina and its successors and assigns.

**“Fee Payments”** shall mean the payments in lieu of taxes made by the Company with respect to the Project by virtue of the Project’s location in (a) the Park or (b) in any joint county industrial park created by the County and a partner county pursuant to the Park Agreement qualifying under Section 4-1-170 of the Multi-County Park Act or any successor provision.

**“FILOT Act”** shall mean Title 12, Section 44, of the Code.

**“Gross Sales”** shall mean the total sales of the Company related to the Project after discounts and returns, including without limitation, rents from any ancillary business source such as concessions or restaurants, unadjusted for the costs related to generating the sales.

**“Gross Sales Payment”** shall mean the gross sales payment made to the County in an amount equal to percentages in paragraph 3.02(a) of this Agreement.

**“Infrastructure”** shall mean infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used in the operation of the Project, within the meaning of Section 4-29-68 of the Code.

**“Infrastructure Credit Act”** shall have the meaning set forth with respect to such term in the recitals to this Agreement.

**“Investment Period”** shall have the meaning set forth with respect to such term in the recitals to this Agreement.

**“Investment Target”** shall mean the investment by the Company of \$1,500,000 in the Project.

**“Land”** shall have the meaning set forth with respect to such term in the recitals to this Agreement.

**“Multi-County Park Act”** shall mean Title 4, Chapter 1 of the Code, and all future acts amendatory thereto.

**“ Company”** shall have the meaning set forth with respect to such term in the recitals to this Agreement.

**“Ordinance”** shall mean the ordinance enacted by the County Council on \_\_\_\_\_, 2024, authorizing the execution and delivery of this Agreement.

**“Park Agreement”** shall mean the Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010 between the County and Greenville County, South Carolina, as the same may be further amended or supplemented from time to time or such other agreement as the County may enter with respect to the Project to offer the benefits of the Infrastructure Credit Act to the Company hereunder.

**“Park”** shall mean (i) the joint county industrial park established pursuant to the terms of the Park Agreement and (ii) any joint county industrial park created pursuant to a successor park agreement delivered by the County and a partner county in accordance with Section 4-1-170 of the Act, or any successor provision, with respect to the Project.

**“Person”** shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision.

**“Project”** shall have the meaning set forth with respect to such term in the recitals to this Agreement.

**“Special Source Credits”** shall mean the credits to the Fee Payments in respect of the Company’s investment in Cost of the Infrastructure set forth in Section 3.02(a) hereof.

**“Sublease Agreement”** shall mean the Sublease Agreement dated as of December 15, 2020 by and between Anderson County and the Company, as amended and may be further amended or supplemented from time to time.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

SECTION 2.01. Representations by the County. The County makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the County Council, the County has been duly authorized to execute and deliver this Agreement and any and all agreements collateral thereto.

(b) The County proposes to provide the Special Source Credits to reimburse the Company for a portion of the Cost of the Infrastructure for the purpose of promoting economic development of the County.

(c) To the best knowledge of the undersigned representatives of the County, the County is not in violation of any of the provisions of the laws of the State of South Carolina, where any such default would affect the validity or enforceability of this Agreement.

(d) To the best knowledge of the undersigned representatives of the County, the authorization, execution and delivery of this Agreement, the enactment of the Ordinance, and performance of the transactions contemplated hereby and thereby do not and will not, to the best knowledge of the County, conflict with, or result in the violation or breach of, or constitute a default or require any consent under, or create any lien, charge or encumbrance under the provisions of (i) the Constitution of the State or any law, rule, or regulation of any governmental authority, (ii) any agreement to which the County is a party, or (iii) any judgment, order, or decree to which the County is a party or by which it is bound.

(e) To the best knowledge of the undersigned representatives of the County, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board which is pending or threatened challenging the creation, organization or existence of the County or its governing body or the power of the County to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the County is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the undersigned representatives of the County is there any basis therefor.

SECTION 2.02. Representations and Covenants by the Company. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of South Carolina and qualified to do business in the State of South Carolina, has power to enter into this Agreement and to carry out its obligations hereunder, and by proper corporate action has been duly authorized to execute and deliver this Agreement.

(b) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, will result in a material breach of any of the terms, conditions, or provisions of any corporate restriction or any agreement or instrument to which the Company are now a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge, or

encumbrance of any nature whatsoever upon any of the property or assets of the Company, other than as may be created or permitted by this Agreement.

(c) The Company shall use commercially reasonable efforts to cause the Investment Target to be achieved during the Investment Period.

(d) To the best knowledge of the Company, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board which is pending or threatened challenging the power of the Company to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the Company is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the Company is there any basis therefore.

(e) The Company agrees to reimburse the County for all reasonable expenses, including attorney's fees, to which it might be put in the review of this Agreement and in the fulfillment of its obligations under this Agreement and in the implementation of its terms and provisions.

(f) The Company agrees to maintain such books and records with respect to the Project as will permit verification of the Company's compliance with the terms of this Agreement and the certifications submitted to the County pursuant to Section 3.02 hereof. The Company, may, by clear, written designation, conspicuously marked, designate with respect to any book and records delivered or made available to the County segments thereof that the Company believes contain proprietary, confidential or trade secret matters. The County shall comply with all reasonable written requests made by the Company with respect to maintaining the confidentiality of such designated segments. Except to the extent required by law, the County shall not release information which has been designated as confidential or proprietary by the Company.

#### SECTION 2.03. Covenants of the County.

(a) To the best of its ability, the County will at all times maintain its corporate existence and will use its best efforts to maintain, preserve, and renew all its rights, powers and privileges; and it will comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body applicable to this Agreement.

(b) The County acknowledges that the Park Agreement will expire pursuant to its terms on December 1, 2040 (the "Original Termination Date"). In the event of any early termination of the Park Agreement or the termination of the Park Agreement on the Original Termination Date, the County agrees to use its best reasonable efforts to cause the Project, at the Company's expense, pursuant to Section 4-1-170 of the Act or any successor provision, to be included in a duly authorized, executed and delivered successor joint county industrial park agreement with an adjoining South Carolina county, which successor agreement shall contain a termination date occurring no earlier than the final year as to which any Special Source Credit shall be payable under this Agreement.

(c) The County covenants that it will from time to time, at the request and expense of the Company, execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute a general obligation or an indebtedness of the County within the meaning of any State constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary

liability of the County or a charge against its general credit or taxing power or pledge the full faith, credit or taxing power of the State, or any other political subdivision of the State.

### ARTICLE III

#### SPECIAL SOURCE CREDITS

##### SECTION 3.01. Payment of Costs of Infrastructure.

The Company shall be responsible for payment of all Costs of the Infrastructure with respect to the Project as and when due.

##### SECTION 3.02. Special Source Credits.

(a) In order to reimburse the Company for a portion of the Cost of the Infrastructure with respect to the Project, commencing with the annual Fee Payment to be first payable on or before the January 15 immediately following the first year in which any portion of the Project is first placed in service, the County shall provide to the Company an annual Special Source Credit against each Fee Payment due with respect to the Project for a period of fifty (50) consecutive years or until the termination of the Sublease Agreement, whichever comes first, in an amount sufficient to reduce the amount of each such Fee Payment due for each such tax year, so that the resulting net Fee Payment due and payable by the Company equals the following:

Year	Rate (% of gross sales)
1	0.75%
2	1.50 %
3	2.25 %
4	3.00 %
Subsequent Year	3.00 %

(b) As a condition to the Special Source Credit benefit provided herein, the Company agrees to provide the County Administrator, the County Assessor, the County Auditor and the County Treasurer with an annual certification as to the Net Sales Payment or Gross Sales Payment made with respect to the Project for that year. Such certification shall be in substantially the form attached hereto as Exhibit B, and shall be due no later than the May 1 following the immediately preceding December 31 of each year.

(c) Notwithstanding anything herein to the contrary, under no circumstances shall the Company be entitled to claim or receive any abatement of *ad valorem* taxes for any portion of the investment in the Project for which a Special Source Credit is taken. The Company hereby waives the right, if any, to receive any abatement of *ad valorem* taxes for any portion of the investment in the Project for which a Special Source Credit is taken. The Company agrees that notwithstanding such waiver, if they receive any abatement of *ad valorem* taxes for any portion of the investment in the Project for which a Special Source Credit is taken, the amount of the Special Source Credit that the Company is otherwise eligible to receive shall be reduced by the amount of the abatement *ad valorem* taxes for the portion of the investment in the Project for which a Special Source Credit is taken.

(d) In no event shall the aggregate amount of all Special Source Credits claimed by the Company exceed the amount expended by them collectively with respect to the Infrastructure at any point in time. The Company shall be responsible for making written annual certification as to compliance with the provisions of the preceding sentence through the delivery of a certification in substantially the form attached hereto as Exhibit B.

(e) Should the Investment Target not be met by the end of the Investment Period, any Special Source Credits otherwise payable under this Agreement shall no longer be payable by the County, and the Company shall be retroactively liable to the County for the amount of the Special Source Credits previously received by the Company, plus interest at the rate payable for late payment of taxes.

(f) As provided in Section 4-29-68 of the Code, to the extent any Special Source Credit is taken against fee in lieu of tax payment on personal property, and the personal property is removed from the Project at any time during the term of this Agreement (and not replaced with qualifying replacement property), the amount of the fee in lieu of taxes due on the personal property for the year in which the personal property was removed from the Project shall be due for the two (2) years immediately following such removal.

(g) THIS AGREEMENT AND THE SPECIAL SOURCE CREDITS BECOMING DUE HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE FEE PAYMENTS RECEIVED BY THE COUNTY FOR THE PROJECT PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE A GENERAL OBLIGATION OR AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE SPECIAL SOURCE CREDITS.

(h) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or of any warranty herein included or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the Fee Payments for the Project in the Park. The County shall not be required to execute or perform any of its duties, obligations, powers, or covenants hereunder except to the extent of the Fee Payments.

#### **ARTICLE IV**

##### **CONDITIONS TO DELIVERY OF AGREEMENT; TITLE TO PROJECT**

SECTION 4.01. Documents to be Provided by County. Prior to or simultaneously with the execution and delivery of this Agreement, the County shall provide to the Company:

(a) A copy of the Ordinance, duly certified by the Clerk of the County Council to have been duly enacted by the County and to be in full force and effect on the date of such certification; and

(b) A copy of the Park Agreement, duly certified by the Clerk of the County Council to have been duly enacted by the County and to be in full force and effect on the date of such certification; and

(c) Such additional related certificates, instruments or other documents as the Company may reasonably request in a form and substance acceptable to the Company and the County.

SECTION 4.02. Transfers of Project; Assignment of Interest in this Agreement by the Company. Subject to the provisions of Section 7.01 hereof, the County hereby acknowledges that the Company may from time to time and in accordance with applicable law, sell, transfer, lease, convey, or grant the right to occupy and use the Project, in whole or in part, or assign its interest in this Agreement, to others; provided, however, that any transfer by the Company of any of its interest in this Agreement to any other Person shall require the prior written consent of the County, which shall not be unreasonably withheld. No such sale, lease, conveyance, grant or assignment shall relieve the County from the County's obligations to provide Special Source Credits to the Company, as the case may be, or any assignee of the same, under this Agreement as long as such assignee is qualified to receive the Special Source Credits under the Infrastructure Credit Act.

SECTION 4.03. Assignment by County. The County shall not assign, transfer, or convey its obligations to provide Special Source Credits hereunder to any other Person, except as may be required by South Carolina law.

## **ARTICLE V**

### **DEFAULTS AND REMEDIES**

SECTION 5.01. Events of Default. If the County or the Company shall fail duly and punctually to perform any covenant, condition, agreement or provision contained in this Agreement on its part to be performed, which failure shall continue for a period of thirty (30) days after written notice by the County or the Company, respectively, specifying the failure and requesting that it be remedied is given to the County by the Company, or to the Company by the County, by first-class mail, the County or the Company, respectively, shall be in default under this Agreement (an "Event of Default").

SECTION 5.02. Remedies and Legal Proceedings by the Company or the County. Upon the happening and continuance of any Event of Default, then and in every such case the Company or the County, as the case may be, in their discretion may:

- (a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its or their rights and require the other party to carry out any agreements with or for its benefit and to perform its or their duties under the Act and this Agreement;
- (b) bring suit upon this Agreement;
- (c) exercise any or all rights and remedies provided by applicable laws of the State of South Carolina; or
- (d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

SECTION 5.03. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the County or the Company hereunder is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 5.04. Nonwaiver. No delay or omission of the County or the Company to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this Article V to any party may be exercised from time to time and as often as may be deemed expedient.

## **ARTICLE VI**

### **MISCELLANEOUS**

SECTION 6.01. Termination. Subject to Sections 5.01 and 5.02 above, this Agreement shall terminate on the date upon which all Special Source Credits provided for herein have been credited to the Company.

SECTION 6.02. Successors and Assigns. All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, or for the benefit of, the County, shall bind or inure to the benefit of the successors of the County from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County, shall be transferred.

SECTION 6.03. Provisions of Agreement for Sole Benefit of the County and the Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

SECTION 6.04. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and the Special Source Credits shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 6.05. No Liability for Personnel of the County or the Company. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, agent, or employee of the County or its governing body or the Company or any of its officers, employees, or agents in his individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement shall be liable personally on the Special Source Credits or this Agreement or be subject to any personal liability of accountability by reason of the issuance thereof.

SECTION 6.06. Notices. All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by facsimile and confirmed by United States certified mail, return-receipt requested, restricted delivery, postage prepaid, addressed as follows:

- (a) if to the County: Anderson County  
Attn: County Administrator  
101 S. Main Street  
Anderson, South Carolina 29624
- with a copy to:  
(which shall not  
constitute notice  
to the County) Anderson County Attorney  
101 S. Main Street  
Anderson, South Carolina 29624
- (b) if to the Company: Lake Hartwell Development Group LLC  
Attn: Karen Alayne McCollough  
P.O. Box 3763  
Anderson, SC 29625
- with a copy to:  
(which shall not  
constitute notice  
to the Company) Haynsworth Sinkler Boyd, P.A.  
Attn: J. Philip Land, Jr. (pland@hsblawfirm.com)  
One North Main Street, 2<sup>nd</sup> Floor  
Greenville, South Carolina 29601

A duplicate copy of each notice, certificate, request or other communication given under this Agreement to the County or the Company shall also be given to the others. The County and the Company may, by notice given under this Section 6.06, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 6.07. Applicable Law. The laws of the State of South Carolina shall govern the construction of this Agreement.

SECTION 6.08. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 6.09. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 6.10. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

SECTION 6.11. Indemnity.

(a) Notwithstanding the fact that it is the intention of the parties that the County, its members, officers, elected officials, employees, servants and agents (collectively, the ***“Indemnified***

**Parties**”) shall not incur pecuniary liability by reason of the terms of this Agreement, or the undertakings required of the County hereunder, by reason of the granting of the Special Source Credits, by reason of the execution of this Agreement, by the reason of the performance of any act requested of it by the Company, or by reason of the County’s relationship to the Project or by the operation of the Project by the Company, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County or any of the other Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify, defend and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld); provided, however, that such indemnity shall not apply to the extent that any such claim is proximately caused by (i) the grossly negligent acts or omissions or willful misconduct of the County, its agents, officers or employees, or (ii) any breach of this Agreement by the County.

(b) Notwithstanding anything in this Agreement to the contrary, the above-referenced covenants insofar as they pertain to costs, damages, liabilities or claims by any Indemnified Party resulting from any of the above-described acts of or failure to act by the Company, shall survive any termination of this Agreement.

*[Remainder of page intentionally left blank]*

**IN WITNESS WHEREOF**, Anderson County, South Carolina, has caused this Agreement to be executed by the Chairman of Anderson County Council and its corporate seal to be hereunto affixed and attested by the Clerk of its County Council and Lake Hartwell Development Group LLC d/b/a The Shores of Asbury have caused this Agreement to be executed by their respective authorized officers, all as of the day and year first above written.

**ANDERSON COUNTY, SOUTH CAROLINA**

(SEAL)

By: \_\_\_\_\_

Chairman of County Council

By: \_\_\_\_\_

County Administrator

**ATTEST:**

\_\_\_\_\_  
Clerk to County Council of  
Anderson County, South Carolina

*[Signature page 1 to Special Source Credit Agreement]*

**LAKE HARTWELL DEVELOPMENT GROUP LLC  
d/b/a THE SHORES OF ASBURY**

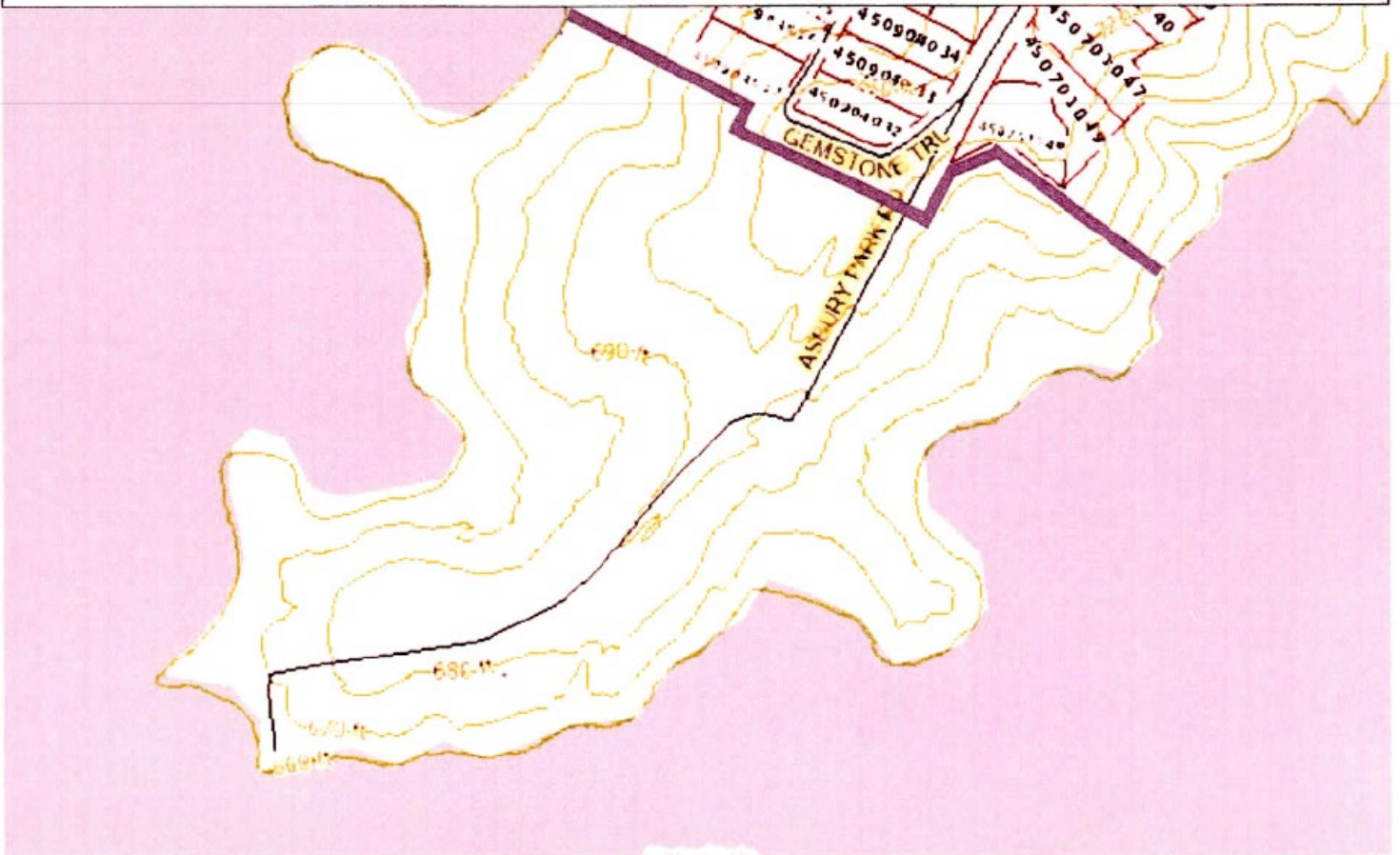
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*[Signature page 2 to Special Source Credit Agreement]*

EXHIBIT A

REAL PROPERTY DESCRIPTION

**Exhibit A: Asbury Park Site Boundary 35.5 acres**  
**Anderson SC** (not to scale)



**EXHIBIT B**

**INFRASTRUCTURE INVESTMENT AND  
FEE PAYMENT CERTIFICATION**

I \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, do hereby certify in connection with the Special Source Credit Agreement dated as of \_\_\_\_\_, 2022 (the “*Agreement*”) between Anderson County, South Carolina, \_\_\_\_\_ (the “*Company*”) as follows:

(1) As of December 31, 20\_\_\_\_, the total amount of investment in Cost of the Infrastructure at the Project by the Company is not less than \$\_\_\_\_\_.

(2) The Fee Payment owed by the Company would be in an amount equal to \$\_\_\_\_\_ (assessed value of the Property) x 6% x \_\_\_\_\_ mills.

(3) Gross Sales of the Project for the year ending December 31, 20\_\_\_\_ equal \$\_\_\_\_\_.

(4) The Gross sales payment is \$\_\_\_\_\_.

**IN WITNESS WHEREOF**, I have set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**ORDINANCE NO. 2023-031**

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE CREDIT AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA, LAKE HARTWELL DEVELOPMENT GROUP LLC, D/B/A THE SHORES OF ASBURY WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL RECEIVE CERTAIN SPECIAL SOURCE CREDITS IN RESPECT OF INVESTMENT IN RELATED INFRASTRUCTURE; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS, ANDERSON COUNTY, SOUTH CAROLINA** (the “*County*”), acting by and through its County Council (the “*County Council*”), is authorized and empowered under and pursuant to the provisions of Title 4, Chapter 1 (the “*Multi-County Park Act*”) and Title 4, Chapter 29, of the Code of Laws of South Carolina 1976, as amended, to enter into agreements with industry whereby the industry would pay fees-in-lieu-of taxes with respect to qualified projects; to provide infrastructure credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure enhancing the economic development of the County; through all such powers the industrial development of the State of South Carolina (the “*State*”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

**WHEREAS,** the County is authorized by Section 4-1-175 of the Multi-County Park Act to provide special source credits against payments in lieu of taxes to provide reimbursement to companies in respect of investment in infrastructure enhancing the economic development of the County, including improvements to real estate and personal property including machinery and equipment used in the operation of a manufacturing or commercial enterprise, within the meaning of Section 4-29-68, Code of Laws of South Carolina 1976, as amended (“*Infrastructure*”); and

**WHEREAS,** the County Council of Anderson County (“*County Council*”) has agreed to assist Lake Hartwell Development Group LLC, d/b/a The Shores of Asbury a South Carolina limited liability company (~~the “*Landlord*” and together with the Operating Company,~~ the “*Company*”) (formerly known to the County as “*Project Shoreline*”), in the expansion by the Company of a multi-use recreational park in the County (the “*Project*”) by (i) adding the Company to a joint county industrial and business park established by the County with an adjoining South Carolina county pursuant to Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Multi-County Park Act (a “*Park*”) and (ii) pursuant to the Section 4-1-175 of the Multi-County Park Act, providing for certain special source credits against payments in lieu of taxes by the Company from and with respect to the Project in qualified Infrastructure used in the establishment and operation of the Project; and

**WHEREAS,** the Company has represented that the Project will involve a combined investment of ~~approximately~~ \$1,500,000 in the County within the Investment Period (as such term is defined in the hereinafter defined Special Source Credit Agreement; and

**WHEREAS,** pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution, the County intends to cause the Project, to the extent not already therein located, to be placed in a joint county industrial and business park such that the Project will receive the benefits of the Multi-County Park Act; and

**WHEREAS**, the County Council has agreed, pursuant to Section 4-1-175 of the Multi-County Park Act, to provide special source credit financing of the Infrastructure with respect to the Project by providing a credit (a ***“Special Source Credit”***) to the Company against payments in lieu of taxes for the Project in the Park (the ***“Fee Payments”***) for a period of fifty (50) consecutive years or until the termination of the Sublease Agreement dated as of December 15, 2020 by and between Anderson County and the ~~Landlord~~Company, whichever comes first, commencing with the annual Fee Payment to be first payable on or before the January 15 immediately following ~~the year immediately following~~ the first year in which any portion of the Project is first placed in service, in an annual amount sufficient to reduce the amount of each such Fee Payment due for each such tax year, so that the resulting net Fee Payment due and payable by the Companies equals the ~~NetGross~~ Sales Payment for that year (as defined herein). Such Special Source Credits are subject to the Company meeting the investment set forth herein, and all as set forth more fully in the Special Source Credit Agreement between the County and the Company presented to this meeting (the ***“Special Source Credit Agreement”***). As defined in the Special Source Credit Agreement, ~~Net SGross Sales shall mean~~ gross total sales of the Company related to the Project after discounts and returns, unadjusted for the costs related to generating the sales at the Project, minus cost of goods sold, selling, general administrative expenses, taxes and interest, but excluding depreciation (***“NetGross Sales”***); and ~~NetGross Sales Payment shall mean the annual netgross sales payment made to the County pursuant to the Sublease Agreement in an amount equal to three percent (3%) of NetGross Sales in an amount equal to the percentages in paragraph 3.02(a) of the Special Source Credit Agreement (a~~ ***“NetGross Sales Payment”***); and

**WHEREAS**, the County has determined and found, on the basis of representations of the Company, that the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Project, i.e., economic development, retention of jobs, and addition to the tax base of the County, are proper governmental and public purposes;

**WHEREAS**, the County Council has caused to be prepared and presented to this meeting the form of the Special Source Credit Agreement which the County proposes to execute and deliver; and

**WHEREAS**, it appears that the Special Sourced Credit Agreement above referred to, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered or approved by the County for the purposes intended;

**NOW, THEREFORE, BE IT ORDAINED**, by the County Council as follows:

Section 1. The Chairman of the County Council and the County Administrator, for and on behalf of the County, are hereby authorized to execute and deliver the Special Source Credit Agreement, in substantially the form attached hereto, or with such minor changes as are not materially adverse to the County and as such officials shall determine and as are not inconsistent with the matters contained herein, and are directed to do anything otherwise necessary to effect the execution and delivery of the Special Source Credit Agreement and the performance of all obligations of the County under and pursuant to the Special Source Credit Agreement.

Section 2. Revenues generated for the Multi-County Park from the Project through the Special Source Credit Agreement to be retained by the County under the agreement governing the Multi-County Park (***“Net Park Fees”***) shall be distributed within the County as follows:

(a) 15% of such Net Park Fees shall be deposited to the Bond Fund created by Ordinance 2018-042 and used as required or permitted thereby;

(b) 35% of such Net Park Fees, and any surplus money under Ordinance 2018-042, shall be deposited to the Capital Renewal and Replacement Fund of the County; and

(c) remaining Net Park Fees shall be disbursed to each of the taxing entities in the County which levy an old ad valorem property tax in any areas comprising the County portion of the Multi-County Park in the same percentage as is equal to that taxing entity's percentage of the millage rate (and proportion of operating and debt service millage) being levied in the current tax year for property tax purposes.

Section 3. The Chairman of County Council, the County Administrator and the Clerk to County Council, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Special Source Credit Agreement and the performance of all obligations of the County thereunder.

Section 4. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 5. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

**ENACTED** in meeting duly assembled this \_\_ day of \_\_\_\_\_, 2023.

**ANDERSON COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Tommy Dunn, Chairman  
Anderson County Council

Attest:

By: \_\_\_\_\_  
Rusty Burns, County Administrator  
Anderson County, South Carolina

By: \_\_\_\_\_  
Renee Watts, Clerk to Council  
Anderson County, South Carolina

Approved as to form:

By: \_\_\_\_\_  
Leon C. Harmon, County Attorney  
Anderson County, South Carolina

First Reading: \_\_\_\_\_, 2023  
Second Reading: \_\_\_\_\_, 2023  
Third Reading: \_\_\_\_\_, 2023  
Public Hearing: \_\_\_\_\_, 2023

**STATE OF SOUTH CAROLINA**

**COUNTY OF ANDERSON**

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received unanimous approval, by the County Council at its meetings of \_\_\_\_\_, 2023, \_\_\_\_\_, 2023, and \_\_\_\_\_, 2023, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

By: \_\_\_\_\_  
Renee Watts, Clerk to Council  
Anderson County, South Carolina

Dated: \_\_\_\_\_, 2023

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**SPECIAL SOURCE CREDIT AGREEMENT**

among

**ANDERSON COUNTY, SOUTH CAROLINA,**

and

**PROJECT SHORELINE**

\_\_\_\_\_  
Dated as of \_\_\_\_\_, 2023  
\_\_\_\_\_

## SPECIAL SOURCE CREDIT AGREEMENT

THIS SPECIAL SOURCE CREDIT AGREEMENT, dated as of \_\_\_\_\_, 202~~2~~<sup>3</sup> (the "Agreement"), among ANDERSON COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the "*County*"), and PROJECT SHORELINE, consisting of LAKE HARTWELL DEVELOPMENT GROUP LLC D/B/A THE SHORES OF ASBURY, a limited liability company organized and existing under the laws of the State of South Carolina, ("*Company*").

### WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the "*County Council*") is authorized by Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended (the "*Infrastructure Credit Act*"), to provide special source credit financing, secured by and payable solely from revenues of the County derived from payments in lieu of taxes pursuant to Article VIII, Section 13 of the South Carolina Constitution, for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County, all within the meaning of Section 4-29-68 of the Code of Laws of South Carolina 1976, as amended (the "*Infrastructure*"); and

WHEREAS, the Company will operate the Project (as defined below) on the land in the County described in Exhibit A hereto, subleased by the Company (the "*Land*") (Exhibit A) pursuant to that certain Sublease Agreement dated as of December 15, 2020 by and between Anderson County and the Company (the "*Sublease Agreement*"), as amended; and

WHEREAS, the Company has represented that it intends to invest in the acquisition, construction and installation of buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute an expansion of their existing facilities in the County for the development of a multi-use recreational park (the "*Project*"), which will result in an expected aggregate investment of approximately \$1,500,000 by December 31 of the fifth (5<sup>th</sup>) year after the year in which any portion of the Project is first placed in service (the "*Investment Period*"); and

WHEREAS, the County and Greenville County have established a joint county industrial and business park (the "*Park*") by entering into an Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010, as amended (the "*Park Agreement*"), pursuant to the provisions of Article VIII, Section 13 of the South Carolina Constitution and Title 4, Chapter 1 Code of Laws of South Carolina 1976 (collectively, the "*Multi-County Park Act*"), as amended, and have designated or will designate the Land as being included within the Park, and the County desires to cause the Park to continue to be located in the Park or such other multi-county industrial and business park so as to afford the Company the benefits of the Infrastructure Credit Act and the Multi-County Park Act as provided herein; and

WHEREAS, pursuant to the provisions of the Park Agreement, the Company is obligated to make or cause to be made payments in lieu of taxes in the total amount equivalent to the *ad valorem* property taxes, or, if applicable, any negotiated payments in lieu of taxes pursuant to the Code of Laws of South Carolina 1976, as amended, including Title 12, Chapter 44 thereof (the "*FILOT Act*"), that would have been due and payable but for the location of the Project within the Park; and

**WHEREAS**, pursuant to the Infrastructure Credit Act, the County has agreed to provide certain credits to the Company in respect of the Company’ investment in the Infrastructure with respect to the Project, and is delivering this Agreement in furtherance thereof; and

**WHEREAS**, the County Council has duly authorized execution and delivery of this Agreement by ordinance duly enacted by the County Council on \_\_\_\_\_, 2023, following conducting a public hearing on \_\_\_\_\_, 2023.

**NOW, THEREFORE**, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

## **ARTICLE I**

### **DEFINITIONS**

The terms defined in this Article I shall for all purposes of this Agreement have the meanings herein specified, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number and *vice versa*.

**“Agreement”** shall mean this Agreement, as the same may be amended, modified or supplemented in accordance with the terms hereof.

**“Code”** shall mean the Code of Laws of South Carolina 1976, as amended.

**“Company”** shall have the meaning set forth with respect to such terms in the recitals to this Agreement.

**“Cost of the Infrastructure”** shall mean to extent permitted by law, the cost of acquiring, by construction and purchase, the Infrastructure and shall be deemed to include, whether incurred prior to or after the date of this Agreement: (a) obligations incurred for labor, materials, and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (b) the cost of design and engineering of the Infrastructure; (c) the cost of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Infrastructure, which is not paid by the contractor or contractors or otherwise provided for; (d) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; (e) all other costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure; and (f) all legal, accounting and related costs properly capitalizable to the cost of the Infrastructure.

**“County”** shall mean Anderson County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina and its successors and assigns.

**“Fee Payments”** shall mean the payments in lieu of taxes made by the Company with respect to the Project by virtue of the Project’s location in (a) the Park or (b) in any joint county industrial park created by the County and a partner county pursuant to the Park Agreement qualifying under Section 4-1-170 of the Multi-County Park Act or any successor provision.

**“FILOT Act”** shall mean Title 12, Section 44, of the Code.

**“Gross Sales”** shall mean the total sales of the Company related to the Project after discounts and returns, including without limitation, rents from any ancillary business source such as concessions or restaurants, unadjusted for the costs related to generating the sales.

**“Gross Sales Payment”** shall mean the gross sales payment made to the County in an amount equal to percentages in paragraph 3.02(a) of this Agreement.

**“Infrastructure”** shall mean infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used in the operation of the Project, within the meaning of Section 4-29-68 of the Code.

**“Infrastructure Credit Act”** shall have the meaning set forth with respect to such term in the recitals to this Agreement.

**“Investment Period”** shall have the meaning set forth with respect to such term in the recitals to this Agreement.

**“Investment Target”** shall mean the investment by the Company of ~~approximately~~ \$1,500,000 in the Project.

**“Land”** shall have the meaning set forth with respect to such term in the recitals to this Agreement.

**“Multi-County Park Act”** shall mean Title 4, Chapter 1 of the Code, and all future acts amendatory thereto.

~~**“Net Sales”** shall mean gross sales at the Project, minus cost of goods sold, taxes, interest, and depreciation.~~

~~**“Net Sales Payment”** shall mean the net sales payment made to the County pursuant to the Sublease Agreement in an amount equal to three percent (3%) of the Net Sales.~~

**“ Company”** shall have the meaning set forth with respect to such term in the recitals to this Agreement.

**“Ordinance”** shall mean the ordinance enacted by the County Council on \_\_\_\_\_, 2023, authorizing the execution and delivery of this Agreement.

**“Park Agreement”** shall mean the Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010 between the County and Greenville County, South Carolina, as the same may be further amended or supplemented from time to time or such other agreement as the County may enter with respect to the Project to offer the benefits of the Infrastructure Credit Act to the Company hereunder.

**“Park”** shall mean (i) the joint county industrial park established pursuant to the terms of the Park Agreement and (ii) any joint county industrial park created pursuant to a successor park agreement delivered by the County and a partner county in accordance with Section 4-1-170 of the Act, or any successor provision, with respect to the Project.

**“Person”** shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision.

**“Project”** shall have the meaning set forth with respect to such term in the recitals to this Agreement.

***“Special Source Credits”*** shall mean the credits to the Fee Payments in respect of the Company’ investment in Cost of the Infrastructure set forth in Section 3.02(a) hereof.

***“Sublease Agreement”*** shall mean the Sublease Agreement dated as of December 15, 2020 by and between Anderson County and the Company, as ~~the same~~amended and may be further amended or supplemented from time to time.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

**SECTION 2.01. Representations by the County.** The County makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the County Council, the County has been duly authorized to execute and deliver this Agreement and any and all agreements collateral thereto.

(b) The County proposes to provide the Special Source Credits to reimburse the Company for a portion of the Cost of the Infrastructure for the purpose of promoting economic development of the County.

(c) To the best knowledge of the undersigned representatives of the County, the County is not in violation of any of the provisions of the laws of the State of South Carolina, where any such default would affect the validity or enforceability of this Agreement.

(d) To the best knowledge of the undersigned representatives of the County, the authorization, execution and delivery of this Agreement, the enactment of the Ordinance, and performance of the transactions contemplated hereby and thereby do not and will not, to the best knowledge of the County, conflict with, or result in the violation or breach of, or constitute a default or require any consent under, or create any lien, charge or encumbrance under the provisions of (i) the Constitution of the State or any law, rule, or regulation of any governmental authority, (ii) any agreement to which the County is a party, or (iii) any judgment, order, or decree to which the County is a party or by which it is bound.

(e) To the best knowledge of the undersigned representatives of the County, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board which is pending or threatened challenging the creation, organization or existence of the County or its governing body or the power of the County to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the County is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the undersigned representatives of the County is there any basis therefor.

**SECTION 2.02. Representations and Covenants by the Company.** The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of South Carolina and qualified to do business in the State of South

Carolina, has power to enter into this Agreement and to carry out its obligations hereunder, and by proper corporate action has been duly authorized to execute and deliver this Agreement.

(b) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, will result in a material breach of any of the terms, conditions, or provisions of any corporate restriction or any agreement or instrument to which the Company are now a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Company, other than as may be created or permitted by this Agreement.

(c) The Company shall use commercially reasonable efforts to cause the Investment Target to be achieved during the Investment Period.

(d) To the best knowledge of the Company, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board which is pending or threatened challenging the power of the Company to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the Company is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the Company is there any basis therefore.

(e) The Company agrees to reimburse the County for all reasonable expenses, including attorney's fees, to which it might be put in the review of this Agreement and in the fulfillment of its obligations under this Agreement and in the implementation of its terms and provisions.

(f) The Company agrees to maintain such books and records with respect to the Project as will permit verification of the Company's compliance with the terms of this Agreement and the certifications submitted to the County pursuant to Section 3.02 hereof. The Company, may, by clear, written designation, conspicuously marked, designate with respect to any book and records delivered or made available to the County segments thereof that the Company believes contain proprietary, confidential or trade secret matters. The County shall comply with all reasonable written requests made by the Company with respect to maintaining the confidentiality of such designated segments. Except to the extent required by law, the County shall not release information which has been designated as confidential or proprietary by the Company.

#### SECTION 2.03. Covenants of the County.

(a) To the best of its ability, the County will at all times maintain its corporate existence and will use its best efforts to maintain, preserve, and renew all its rights, powers and privileges; and it will comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body applicable to this Agreement.

(b) The County acknowledges that the Park Agreement will expire pursuant to its terms on December 1, 2040 (the "Original Termination Date"). In the event of any early termination of the Park Agreement or the termination of the Park Agreement on the Original Termination Date, the County agrees to use its best reasonable efforts to cause the Project, at the Company's expense, pursuant to Section 4-1-170 of the Act or any successor provision, to be included in a duly authorized, executed and delivered successor joint county industrial park agreement with an adjoining South Carolina county, which successor agreement shall contain a termination date occurring no earlier than the final year as to which any Special Source Credit shall be payable under this Agreement.

(c) The County covenants that it will from time to time, at the request and expense of the Company, execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute a general obligation or an indebtedness of the County within the meaning of any State constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power or pledge the full faith, credit or taxing power of the State, or any other political subdivision of the State.

### ARTICLE III

#### SPECIAL SOURCE CREDITS

##### SECTION 3.01. Payment of Costs of Infrastructure.

The Company shall be responsible for payment of all Costs of the Infrastructure with respect to the Project as and when due.

##### SECTION 3.02. Special Source Credits.

(a) In order to reimburse the Company for a portion of the Cost of the Infrastructure with respect to the Project, commencing with the annual Fee Payment to be first payable on or before the January 15 immediately following the first year in which any portion of the Project is first placed in service, the County shall provide to the Company an annual Special Source Credit against each Fee Payment due with respect to the Project for a period of fifty (50) consecutive years or until the termination of the Sublease Agreement, whichever comes first, in an amount sufficient to reduce the amount of each such Fee Payment due for each such tax year, so that the resulting net Fee Payment due and payable by the Company equals the following:

Year	Rate (% of gross sales)
1	0.75 %
2	1.50 %
3	2.25 %
4	3.00 %
Subsequent Year	3.00 %

~~a. For a tax year in which the Company's net, pre-tax profits related to the Project are fifteen percent (15%) or less of Gross Sales, the Net Sales Payment for that year, which is to be calculated as set forth in Exhibit B.~~

~~b. For a tax year in which the Company's net, pre-tax profits related to the Project exceed fifteen percent (15%) or more of Gross Sales, the Gross Sales Payment for that year, which is to be calculated as set forth in Exhibit B.~~

(b) As a condition to the Special Source Credit benefit provided herein, the Company agrees to provide the County Administrator, the County Assessor, the County Auditor and the County Treasurer with an annual certification as to the Net Sales Payment or Gross Sales Payment made with respect to the Project

for that year. Such certification shall be in substantially the form attached hereto as Exhibit B, and shall be due no later than the May 1 following the immediately preceding December 31 of each year.

(c) Notwithstanding anything herein to the contrary, under no circumstances shall the Company be entitled to claim or receive any abatement of *ad valorem* taxes for any portion of the investment in the Project for which a Special Source Credit is taken. The Company hereby waives the right, if any, to receive any abatement of *ad valorem* taxes for any portion of the investment in the Project for which a Special Source Credit is taken. The Company agrees that notwithstanding such waiver, if they receive any abatement of *ad valorem* taxes for any portion of the investment in the Project for which a Special Source Credit is taken, the amount of the Special Source Credit that the Company is otherwise eligible to receive shall be reduced by the amount of the abatement *ad valorem* taxes for the portion of the investment in the Project for which a Special Source Credit is taken.

(d) In no event shall the aggregate amount of all Special Source Credits claimed by the Company exceed the amount expended by them collectively with respect to the Infrastructure at any point in time. The Company shall be responsible for making written annual certification as to compliance with the provisions of the preceding sentence through the delivery of a certification in substantially the form attached hereto as Exhibit B.

(e) Should the Investment Target not be met by the end of the Investment Period, any Special Source Credits otherwise payable under this Agreement shall no longer be payable by the County, and the Company shall be retroactively liable to the County for the amount of the Special Source Credits previously received by the Company, plus interest at the rate payable for late payment of taxes.

(f) As provided in Section 4-29-68 of the Code, to the extent any Special Source Credit is taken against fee in lieu of tax payment on personal property, and the personal property is removed from the Project at any time during the term of this Agreement (and not replaced with qualifying replacement property), the amount of the fee in lieu of taxes due on the personal property for the year in which the personal property was removed from the Project shall be due for the two (2) years immediately following such removal.

(g) THIS AGREEMENT AND THE SPECIAL SOURCE CREDITS BECOMING DUE HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE FEE PAYMENTS RECEIVED BY THE COUNTY FOR THE PROJECT PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE A GENERAL OBLIGATION OR AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE SPECIAL SOURCE CREDITS.

(h) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or of any warranty herein included or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the Fee Payments for the Project in the Park. The County shall not be required to execute or perform any of its duties, obligations, powers, or covenants hereunder except to the extent of the Fee Payments.

## **ARTICLE IV**

### **CONDITIONS TO DELIVERY OF AGREEMENT; TITLE TO PROJECT**

SECTION 4.01. Documents to be Provided by County. Prior to or simultaneously with the execution and delivery of this Agreement, the County shall provide to the Company:

- (a) A copy of the Ordinance, duly certified by the Clerk of the County Council to have been duly enacted by the County and to be in full force and effect on the date of such certification; and
- (b) A copy of the Park Agreement, duly certified by the Clerk of the County Council to have been duly enacted by the County and to be in full force and effect on the date of such certification; and
- (c) Such additional related certificates, instruments or other documents as the Company may reasonably request in a form and substance acceptable to the Company and the County.

SECTION 4.02. Transfers of Project; Assignment of Interest in this Agreement by the Company. Subject to the provisions of Section 7.01 hereof, the County hereby acknowledges that the Company may from time to time and in accordance with applicable law, sell, transfer, lease, convey, or grant the right to occupy and use the Project, in whole or in part, or assign its interest in this Agreement, to others; provided, however, that any transfer by the Company of any of its interest in this Agreement to any other Person shall require the prior written consent of the County, which shall not be unreasonably withheld. No such sale, lease, conveyance, grant or assignment shall relieve the County from the County's obligations to provide Special Source Credits to the Company, as the case may be, or any assignee of the same, under this Agreement as long as such assignee is qualified to receive the Special Source Credits under the Infrastructure Credit Act.

SECTION 4.03. Assignment by County. The County shall not assign, transfer, or convey its obligations to provide Special Source Credits hereunder to any other Person, except as may be required by South Carolina law.

## **ARTICLE V**

### **DEFAULTS AND REMEDIES**

SECTION 5.01. Events of Default. If the County or the Company shall fail duly and punctually to perform any covenant, condition, agreement or provision contained in this Agreement on its part to be performed, which failure shall continue for a period of thirty (30) days after written notice by the County or the Company, respectively, specifying the failure and requesting that it be remedied is given to the County by the Company, or to the Company by the County, by first-class mail, the County or the Company, respectively, shall be in default under this Agreement (an "Event of Default").

SECTION 5.02. Remedies and Legal Proceedings by the Company or the County. Upon the happening and continuance of any Event of Default, then and in every such case the Company or the County, as the case may be, in their discretion may:

- (a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its or their rights and require the other party to carry out any agreements with or for its benefit and to perform its or their duties under the Act and this Agreement;

- (b) bring suit upon this Agreement;
- (c) exercise any or all rights and remedies provided by applicable laws of the State of South Carolina; or
- (d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

SECTION 5.03. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the County or the Company hereunder is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 5.04. Nonwaiver. No delay or omission of the County or the Company to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this Article V to any party may be exercised from time to time and as often as may be deemed expedient.

## ARTICLE VI

### MISCELLANEOUS

SECTION 6.01. Termination. Subject to Sections 5.01 and 5.02 above, this Agreement shall terminate on the date upon which all Special Source Credits provided for herein have been credited to the ~~applicable~~ Company.

SECTION 6.02. Successors and Assigns. All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, or for the benefit of, the County, shall bind or inure to the benefit of the successors of the County from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County, shall be transferred.

SECTION 6.03. Provisions of Agreement for Sole Benefit of the County and the Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

SECTION 6.04. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and the Special Source Credits shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 6.05. No Liability for Personnel of the County or the Company. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, agent, or employee of the County or its governing body or the Company or any of its officers, employees, or agents in his individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement shall be liable personally on the Special Source Credits or this Agreement or be subject to any personal liability of accountability by reason of the issuance thereof.

SECTION 6.06. Notices. All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by facsimile and confirmed by United States certified mail, return-receipt requested, restricted delivery, postage prepaid, addressed as follows:

- (a) if to the County: Anderson County  
Attn: County Administrator  
101 S. Main Street  
Anderson, South Carolina 29624
- with a copy to:  
(which shall not  
constitute notice  
to the County) Anderson County Attorney  
101 S. Main Street  
Anderson, South Carolina 29624
- (b) if to the Company: Lake Hartwell Development Group LLC  
Attn: Karen Alayne McCollough  
P.O. Box 3763  
Anderson, SC 29625
- with a copy to:  
(which shall not  
constitute notice  
to the Company) Haynsworth Sinkler Boyd, P.A.  
Attn: J. Philip Land, Jr. (pland@hsblawfirm.com)  
One North Main Street, 2<sup>nd</sup> Floor  
Greenville, South Carolina 29601

A duplicate copy of each notice, certificate, request or other communication given under this Agreement to the County or the Company shall also be given to the others. The County and the Company may, by notice given under this Section 6.06, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 6.07. Applicable Law. The laws of the State of South Carolina shall govern the construction of this Agreement.

SECTION 6.08. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 6.09. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 6.10. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

SECTION 6.11. Indemnity.

(a) Notwithstanding the fact that it is the intention of the parties that the County, its members, officers, elected officials, employees, servants and agents (collectively, the ***“Indemnified***

**Parties**”) shall not incur pecuniary liability by reason of the terms of this Agreement, or the undertakings required of the County hereunder, by reason of the granting of the Special Source Credits, by reason of the execution of this Agreement, by the reason of the performance of any act requested of it by the Company, or by reason of the County’s relationship to the Project or by the operation of the Project by the Company, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County or any of the other Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify, defend and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld); provided, however, that such indemnity shall not apply to the extent that any such claim is proximately caused by (i) the grossly negligent acts or omissions or willful misconduct of the County, its agents, officers or employees, or (ii) any breach of this Agreement by the County.

(b) Notwithstanding anything in this Agreement to the contrary, the above-referenced covenants insofar as they pertain to costs, damages, liabilities or claims by any Indemnified Party resulting from any of the above-described acts of or failure to act by the Company, shall survive any termination of this Agreement.

*[Remainder of page intentionally left blank]*

**IN WITNESS WHEREOF**, Anderson County, South Carolina, has caused this Agreement to be executed by the Chairman of Anderson County Council and its corporate seal to be hereunto affixed and attested by the Clerk of its County Council and Lake Hartwell Development Group LLC d/b/a The Shores of Asbury have caused this Agreement to be executed by their respective authorized officers, all as of the day and year first above written.

**ANDERSON COUNTY, SOUTH CAROLINA**

(SEAL)

By: \_\_\_\_\_  
Chairman of County Council

By: \_\_\_\_\_  
County Administrator

**ATTEST:**

\_\_\_\_\_  
Clerk to County Council of  
Anderson County, South Carolina

*[Signature page 1 to Special Source Credit Agreement]*

**LAKE HARTWELL DEVELOPMENT GROUP LLC  
d/b/a THE SHORES OF ASBURY**

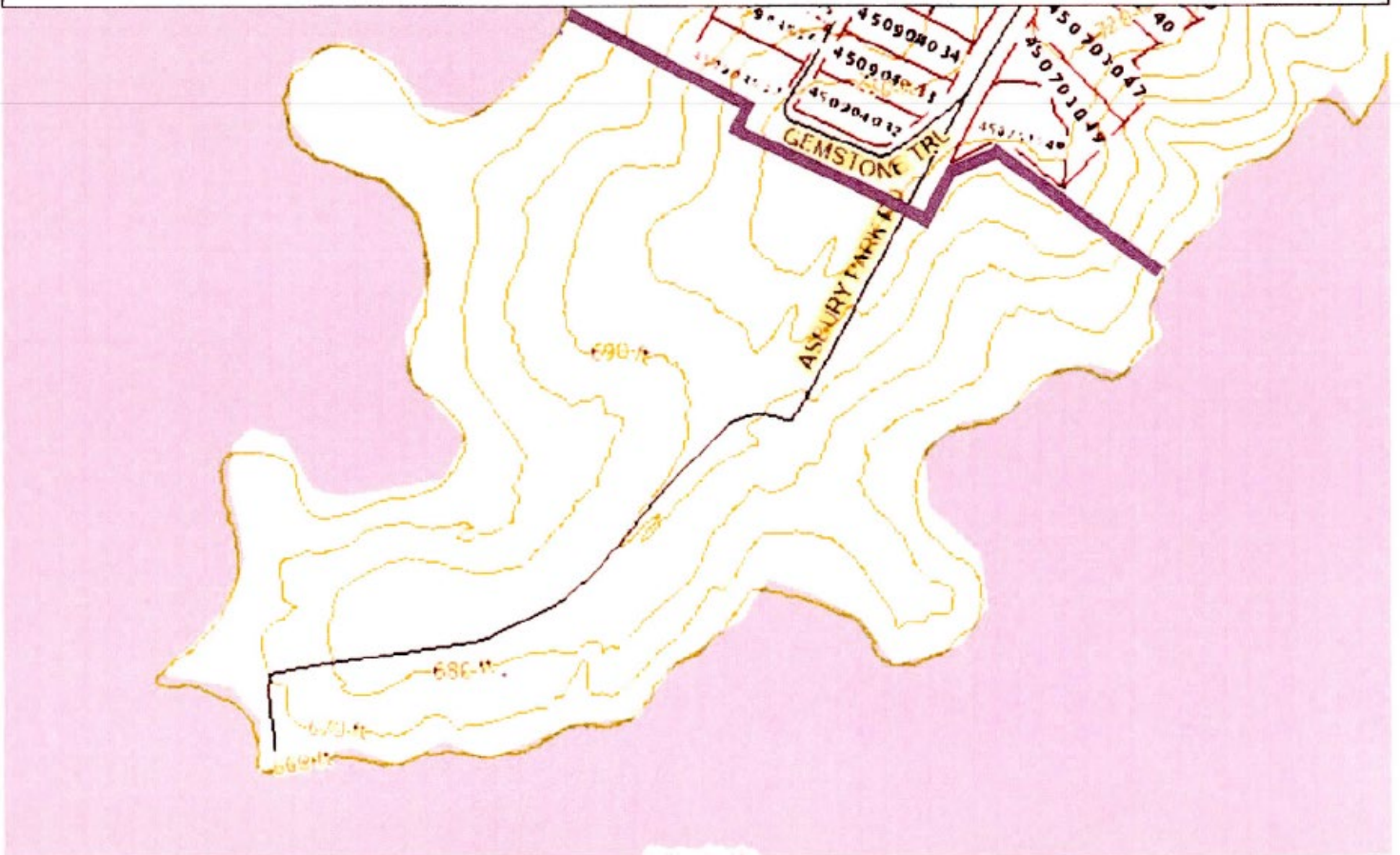
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*[Signature page 2 to Special Source Credit Agreement]*

EXHIBIT A

REAL PROPERTY DESCRIPTION

**Exhibit A: Asbury Park Site Boundary 35.5 acres**  
**Anderson SC** (not to scale)



**EXHIBIT B**

**INFRASTRUCTURE INVESTMENT AND  
FEE PAYMENT CERTIFICATION**

I \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, do hereby certify in connection with the Special Source Credit Agreement dated as of \_\_\_\_\_, 2022 (the "**Agreement**") between Anderson County, South Carolina, \_\_\_\_\_ (the "**Company**") as follows:

(1) As of December 31, 20\_\_\_\_, the total amount of investment in Cost of the Infrastructure at the Project by the Company is not less than \$\_\_\_\_\_.

(2) The Fee Payment owed by the Company would be in an amount equal to \$\_\_\_\_\_ (assessed value of the Property) x 6% x \_\_\_\_\_ mills.

(3) Gross Sales of the Project for the year ending December 31, 20\_\_\_\_ equal \$\_\_\_\_\_.

~~(4) The Company's net, pre-tax profits related to the Project for the year ending December 31, 20\_\_\_\_ equal \$\_\_\_\_\_. The Gross sales payment is \$\_\_\_\_\_.~~

~~(5) The Company's net, pre-tax profits related to the Project is \_\_\_\_\_% of Gross Sales, pursuant to the following formula:~~

~~\$\_\_\_\_\_ (net pre-tax profits) / \$\_\_\_\_\_ (Gross Sales) x 100 = \_\_\_\_\_% of Gross Sales.~~

~~(6) Check whether a Net Sales Payment or Gross Sales Payment will be made:~~

~~☐ Because the Company's net, pre-tax profits are equal to or less than 15% of Gross Sales, consistent with Section 3.02 of the Agreement, the Company requests that the County apply a special source credit against the Fee Payment otherwise due and payable to the County such that the Fee Payment is equal to 3% of Net Sales for the year ending December 31, 20\_\_\_\_, which is equal to \$\_\_\_\_\_.~~

~~☐ Because the Company's net, pre-tax profits exceed 15% of Gross Sales, consistent with Section 3.02 of the Agreement, the Company requests that the County apply a special source credit against the Fee Payment otherwise due and payable to the County such that the Fee Payment is equal to 3% of Gross Sales for the year ending December 31, 20\_\_\_\_, which is equal to \$\_\_\_\_\_.~~

~~All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.~~

IN WITNESS WHEREOF, I have set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**ORDINANCE NO. 2023-032**

**AN ORDINANCE TO AMEND AN AGREEMENT FOR THE DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK (2010 PARK) OF ANDERSON AND GREENVILLE COUNTIES SO AS TO ENLARGE THE PARK TO INCLUDE CERTAIN PROPERTY OF LAKE HARTWELL DEVELOPMENT GROUP LLC, D/B/A THE SHORES OF ASBURY AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, pursuant to Ordinance No. 2010-026 enacted by Anderson County Council on November 16, 2010 and Ordinance No. 4391 enacted November 2, 2010 by Greenville County Council, Anderson and Greenville Counties entered into an Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010 (the "Agreement"); and

**WHEREAS**, pursuant to Section 3(A) of the Agreement, the boundaries of the park created therein (the "Park") may be enlarged pursuant to ordinances of the County Councils of Anderson County and Greenville County; and

**WHEREAS**, in connection with certain incentives being offered by Anderson County to Lake Hartwell Development Group LLC, d/b/a The Shores of Asbury, it is now desired that the boundaries of the Park be enlarged to include certain parcels in Anderson County;

**NOW, THEREFORE**, be it ordained by Anderson County Council that:

1. Exhibit A to the Agreement is hereby and shall be amended and revised to include the property located in Anderson County described in the schedule attached to this Ordinance, and, pursuant to Section 3(B) of the Agreement, upon adoption by Greenville County Council of a corresponding ordinance, the Agreement shall be deemed amended to so include such property and Exhibit A as so revised, without further action by either county.

2. The remaining terms and provisions of the Anderson County Code of Ordinances not revised or affected hereby remain in full force and effect.

3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance, all of which is hereby deemed separable.

4. All Ordinances, Orders, Resolutions, and actions of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

5. This ordinance shall take effect and be in full force upon the Third Reading and Enactment by Anderson County Council.

**ORDAINED** in meeting duly assembled this 2nd day of January, 2024

**ATTEST:**

**FOR ANDERSON COUNTY:**

---

Rusty Burns  
Anderson County Administrator

---

Tommy Dunn, Chairman

---

Renee Watts  
Clerk to Council

**APPROVED AS TO FORM:**

---

Leon C. Harmon  
County Attorney

1<sup>st</sup> Reading: August 15, 2023

2<sup>nd</sup> Reading: September 5, 2023

3<sup>rd</sup> Reading: January 2, 2024

Public Hearing: January 2, 2024

Addition to Exhibit A to  
Agreement for the Development of a Joint County Industrial and  
Business Park dated as of December 1, 2010, as amended,  
between Anderson County and Greenville County

[045-09-04-038]

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF ANDERSON )

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of \_\_\_\_\_, 2023, \_\_\_\_\_, 2023 and \_\_\_\_\_, 2024, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Clerk, Anderson County Council

Dated: \_\_\_\_\_, 2024

**ORDINANCE NO. 2023-033**

**AN ORDINANCE TO APPROVE THE FIRST AMENDMENT TO SUBLEASE AGREEMENT BETWEEN ANDERSON COUNTY, SOUTH CAROLINA, AND LAKE HARTWELL DEVELOPMENT GROUP LLC D/B/A THE SHORES OF ASBURY FOR THE ASBURY PARK SITE ON LAKE HARTWELL; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Anderson County Council has entered into a lease agreement (Lease No. DACW 21-1-20-0063) with the Secretary of the Army for the Asbury Recreation Area ("Asbury Park") or (the "property") on Lake Hartwell in Anderson County, South Carolina;

**WHEREAS**, Anderson County entered into the lease with the Secretary of the Army in anticipation of entering into a sublease of the property with Lake Hartwell Development Group, LLC ("LHDG") for redevelopment of Asbury Park;

**WHEREAS**, Anderson County Council enacted Ordinance No. 2020-CP-037 on December 15, 2020, approving a sublease of the Property with LHDG;

**WHEREAS**, LHDG has requested that the sublease be amended to provide for branding of the redeveloped park as The Shores of Asbury by amending the sublease to show that the sublessee is Lake Hartwell Development Group LLC d/b/a The Shores of Asbury;

**WHEREAS**, the Sublease Agreement refers to rent in paragraph 2 of that Agreement and the Parties now desire to enter into a Special Source Credit Agreement as provided by Ordinance No. 2023-031 and will require that paragraph 2 of the Sublease Agreement to reflect the requirements of the Special Source Credit Agreement; and

**WHEREAS**, the United States Army Corps of Engineers has indicated that it has or will consent to this amendment to the Sublease Agreement.

**NOW, THEREFORE**, be it ordained by the Anderson County Council in meeting duly assembled that :

1. The Chairman of the Anderson County Council and the County Administrator are hereby authorized to execute any and all documents to approve the First Amendment to Sublease Agreement between Anderson County and Lake Hartwell Development Group LLC d/b/a The Shores of Asbury substantially in the form attached hereto as **Exhibit A**.

2. The remaining terms and provisions of the Anderson County Code of Ordinances not revised or affected hereby remain in full force and effect.

3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance, all of which is hereby deemed separable.

4. All Ordinances, Orders, Resolutions, and actions of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

5. This ordinance shall take effect and be in full force upon the Third Reading and Enactment by Anderson County Council.

**ORDAINED** in meeting duly assembled this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**ATTEST:**

**FOR ANDERSON COUNTY:**

\_\_\_\_\_  
Rusty Burns  
Anderson County Administrator

\_\_\_\_\_  
Tommy Dunn, District #5, Chairman

\_\_\_\_\_  
Renee Watts, Clerk to Council

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Leon C. Harmon  
Anderson County Attorney

1<sup>st</sup> Reading: \_\_\_\_\_

2<sup>nd</sup> Reading: \_\_\_\_\_

3<sup>rd</sup> Reading: \_\_\_\_\_

Public Hearing: \_\_\_\_\_

**FIRST AMENDMENT TO  
SUBLEASE AGREEMENT  
BETWEEN ANDERSON COUNTY AND  
LAKE HARTWELL DEVELOPMENT GROUP, LLC D/B/A  
THE SHORES OF ASBURY  
LEASE NO. DACW21-1-20-0063  
HARTWELL LAKE PROJECT  
ANDERSON COUNTY, SOUTH CAROLINA**

This SUBLEASE AGREEMENT is made and entered into by and between Anderson County, (hereinafter referred to as "SUB-LESSOR") and Lake Hartwell Development Group, LLC d/b/a The Shores of Asbury., (hereinafter referred to as "SUB-LESSEE").

In consideration of the mutual covenants and agreements set forth in this SUBLEASE and for other good and valuable consideration, the receipt of which is hereby acknowledged, SUB-LESSOR does hereby sublease to SUB-LESSEE and SUB-LESSEE does hereby sublease from SUB-LESSOR the premises generally described as follows:

Approximately 35 acres of land and water area under the primary jurisdiction of the Department of the Army in the Hartwell Project Area, hereinafter referred to as the premises as shown on attached **Exhibit "A"**, for public park and recreational purposes from the Department of the Army of the United States; on Hartwell Lake, Anderson County, South Carolina (hereafter referred to as the "PREMISES").

**1. TERM**

The term of this SUBLEASE is twenty-five years (25) years, beginning on December 15, 2020 and ending on December 14, 2045, unless sooner terminated as provided for in this SUBLEASE and in no case shall the SUBLEASE exceed the term of the Prime Lease DACW21-1-20-0063 (hereinafter referred to as "LEASE"). SUBLESSEE will receive first right of refusal for any extension of the LEASE. SUBLESSOR agrees to negotiate with the ARMY Corps of Engineers for a lease extension starting no later than 20 years from the date of this sublease agreement.

**2. RENT SPECIAL SOURCE CREDIT AGREEMENT FEE PAYMENTS**

SUB-LESSEE agrees to pay to the SUB-LESSOR rental payments in the amount of one dollar per year and pay to SUB-LESSOR a fee in accordance with the Special Source Credit Agreement between the Company and the County approved by Ordinance No. 2023-031. This fee is being paid to SUB-LESSOR in lieu of all county property taxes on all taxable improvements made on the PREMISES.

**3. FEES**

Fees may be charged by the SUB-LESSEE for use of the premises or any facilities, however, no user fees may be charged by the SUB-LESSEE or its sub-lessees for use of facilities developed in whole or part with federal funds if a user charge by the Corps of Engineers for the facility would be prohibited under law.

#### **4. SUBLEASE**

SUB-LESSEE accepts this SUBLEASE subject to all of the terms and conditions of a certain Lease Agreement, Supplemental Agreement, Extension or Modification of the Lease for the property described in the U.S. Army Corps of Engineers Lease No. DACW21-1-20-0063, under which the SUB-LESSOR holds the premises as Lessee. SUB-LESSEE is hereby charged at all times with full knowledge of all the limitations and requirements of above said lease, and the necessity for correction of deficiencies, and with compliance with requests by the Government. Sublease is subject to the prime Lease, and all activities must be approved by the District Engineer. In the event of a conflict between the prime lease and the sublease, the prime lease shall be the controlling document. SUB-LESSEE covenants that it will do no act or thing which would constitute a violation of said Lease or any renewal, modification, or subsequent Lease the SUB-LESSOR may have with the Government.

#### **5. USE OF PREMISES**

SUB-LESSEE shall use the Leased Premises for recreational purposes. SUB-LESSEE shall not commit any waste nor create any nuisance on the Leased Premises and shall comply with all rules and regulations as established by the SUB-LESSOR. SUB-LESSEE shall comply with all applicable rules and regulations of governmental agencies and health department concerning the SUB-LESSEES use of the PREMISES.

#### **6. MAINTENANCE**

SUB-LESSEE shall at its sole expense maintain and keep the premises, structures and surrounding area in good condition and state of repair and shall leave the Leased Premises in essentially the same condition as it was when delivered to the SUB-LESSEE by the SUB-LESSOR. SUB-LESSEE shall pay all utility charges for electric, water, heat, gas, and telephone service used on the Leased Premises directly to the appropriate utility company/corporation. SUB-LESSEE shall pay the pro-rate share of the cost of trash removal services from the Leased Premises relating to its operation.

#### **7. INSURANCE**

SUB-LESSEE shall maintain and pay all property and liability insurance and any other insurance necessary and prudent for normal operation of the facilities on the premises, including but not limited to workers' compensation insurance. SUB-LESSEE shall furnish the SUB-LESSOR with a copy of a Certificate of Insurance with SUB-LESSOR furnishing a copy to U.S. Army Corps of Engineers, Real Estate Division (ATTN: RE-RM), 100 West Oglethorpe Ave, Savannah, Georgia 31401, naming the SUB-LESSOR and U.S. Army Corps of Engineers as additional named insureds and having a policy limit of \$1,000,000.00 per claim and aggregate of \$1,000,000.00.

#### **8. INDEMNITY OF SUB-LESSOR AND GOVERNMENT**

SUB-LESSOR AND GOVERNMENT shall not be liable to SUB-LESSEE or to SUB-LESSEE'S employees, agents, officers, directors, invitees, customers and/or visitors for any injury to persons or damage to property on or about the Premises caused

## **Exhibit A**

by the negligence or misconduct of the SUB-LESSEE or its employees, customers, invitees, or any other person arising out of the use of the Premises by the SUB-LESSEE and SUB-LESSEE agrees to indemnify and hold the SUB-LESSOR AND GOVERNMENT harmless from any claims or damages arising from such injury or damage.

### **9. DEFAULT**

If SUB-LESSEE shall allow any payment obligation under this SUBLEASE to be in arrears or be in default under any of the other terms or conditions set forth in this SUBLEASE for a period of more than fifteen (15) days after written notice of such delinquency, SUB-LESSOR may without further notice to the SUB-LESSEE terminate this SUBLEASE and re-enter and take possession of the Premises without being deemed guilty of trespass.

### **10. TRANSFERS, ASSIGNMENTS, AND SUBLEASES**

SUB-LESSEE may not assign, sublet, transfer, or in any manner encumber this SUBLEASE without the prior written approval of the SUB-LESSOR and written consent by the Government.

### **11. NOTICES**

All notices required hereunder must be given by certified or registered mail addressed to the proper party at the following address:

SUB-LESSOR:       Anderson County  
                          ATTN:County Administrator  
                          P.O. Box 8002  
                          Anderson, SC 29622

SUB-LESSEE:       Lake Hartwell Development Group, LLC d/b/a  
                          The Shores of Asbury  
                          ATTN:Karen Alayne McCullough  
                          1600 Asbury Park Road  
                          Anderson, SC 29625

### **12. NON-DISCRIMINATION**

a. The SUB-LESSEE shall not discriminate against any person or persons or exclude them from participation in the SUB-LESSEE's operations, programs or activities conducted on the premises, because of race, color, religion, sex, age, handicap, or national origin. The SUB-LESSEE will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

b. The SUB-LESSEE, by acceptance of this lease, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Age

**Exhibit A**

Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directive 5500.11 and 1020.1 and Army Regulation 600-7. This assurance shall be binding on the SUB-LESSEE, its agents, successors, transferees, sub-lessees and assignees.

**13. PROHIBITED USES**

The SUB-LESSEE will not sponsor or participate in timeshare ownership of any structures, facilities, accommodations, or personal property on the premises. The SUB-LESSEE will not subdivide nor develop the premises into private residential development

**14. ENTIRE AGREEMENT**

This SUBLEASE and Lease No. DACW21-1-20-0063, and any amendments thereto now or in the future, represents the entire agreement of the parties and no modification, amendment, or alteration of the terms of this agreement shall be binding unless in writing and duly executed by all the parties.

This SUBLEASE AGREEMENT is hereby executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

SUB-LESSEE: Lake Hartwell Development  
Group, LLC d/b/a  
The Shores of Asbury

By: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

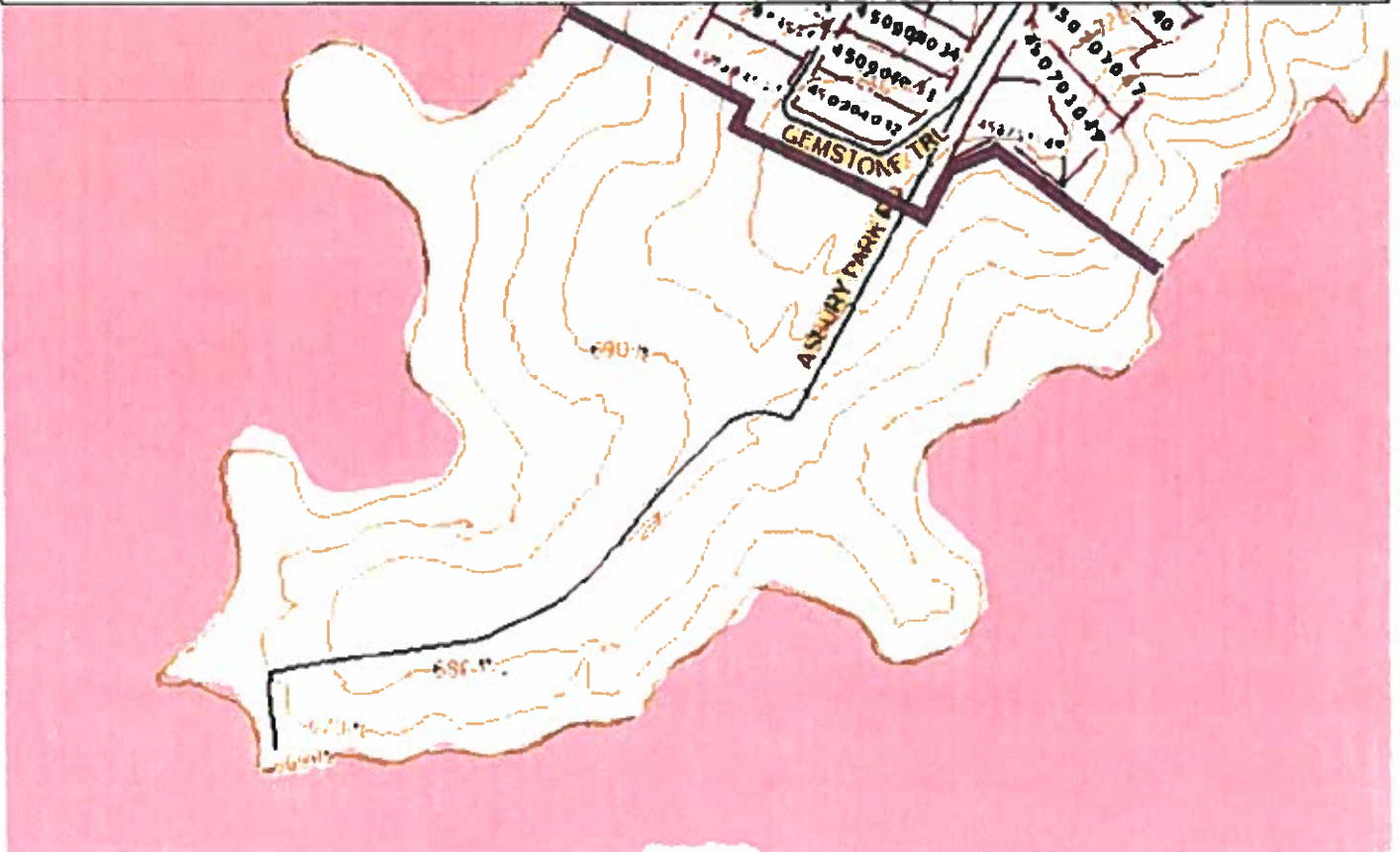
SUB-LESSOR: Anderson County

By: \_\_\_\_\_

Title: County Administrator

REAL PROPERTY DESCRIPTION

**Exhibit A: Asbury Park Site Boundary 35.5 acres**  
**Anderson SC** (not to scale)



## ORDINANCE NO. 2023-033

**AN ORDINANCE TO APPROVE THE FIRST AMENDMENT TO SUBLEASE AGREEMENT BETWEEN ANDERSON COUNTY, SOUTH CAROLINA, AND LAKE HARTWELL DEVELOPMENT GROUP LLC D/B/A THE SHORES OF ASBURY FOR THE ASBURY PARK SITE ON LAKE HARTWELL; AND OTHER MATTERS RELATED THERTO.**

**WHEREAS**, Anderson County Council has entered into a lease agreement (Lease No. DACW 21-1-20-0063) with the Secretary of the Army for the Asbury Recreation Area (“Asbury Park”) or (the “property”) on Lake Hartwell in Anderson County, South Carolina;

**WHEREAS**, Anderson County entered into the lease with the Secretary of the Army in anticipation of entering into a sublease of the property with Lake Hartwell Development Group, LLC (“LHDG”) for redevelopment of Asbury Park;

**WHEREAS**, Anderson County Council enacted Ordinance No. 2020-CP-037 on December 15, 2020, approving a sublease of the Property with LHDG;

**WHEREAS**, LHDG has requested that the sublease be amended to provide for branding of the redeveloped park as The Shores of Asbury by amending the sublease to show that the sublessee is Lake Hartwell Development Group LLC d/b/a The Shores of Asbury; ~~and~~

**WHEREAS**, the Sublease Agreement refers to rent in paragraph 2 of that Agreement and the Parties now desire to enter into a Special Source Credit Agreement as provided by Ordinance No. 2023-031 and will require that paragraph 2 of the Sublease Agreement to reflect the requirements of the Special Source Credit Agreement; and

**WHEREAS**, the United States Army Corps of Engineers has indicated that it has or will consent to this amendment to the Sublease Agreement.

**NOW, THEREFORE**, be it ordained by the Anderson County Council in meeting duly assembled that :

1. The Chairman of the Anderson County Council and the County Administrator are hereby authorized to execute any and all documents to approve the First Amendment to Sublease Agreement between Anderson County and Lake Hartwell Development Group LLC d/b/a The Shores of Asbury substantially in the form attached hereto as **Exhibit A.**

2. The remaining terms and provisions of the Anderson County Code of Ordinances not revised or affected hereby remain in full force and effect.

3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance, all of which is hereby deemed separable.

4. All Ordinances, Orders, Resolutions, and actions of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

5. This ordinance shall take effect and be in full force upon the Third Reading and Enactment by Anderson County Council.

**ORDAINED** in meeting duly assembled this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**ATTEST:**

**FOR ANDERSON COUNTY:**

~~Rusty Burns~~\_\_\_\_\_  
Anderson County Administrator

~~Tommy Dunn, District #5, Chairman~~\_\_\_\_\_

~~Renee Watts, Clerk to Council~~\_\_\_\_\_

**APPROVED AS TO FORM:**

~~Leon C. Harmon~~\_\_\_\_\_  
Anderson County Attorney

1<sup>st</sup> Reading: \_\_\_\_\_

2<sup>nd</sup> Reading: \_\_\_\_\_

3<sup>rd</sup> Reading: \_\_\_\_\_

Public Hearing: \_\_\_\_\_

**FIRST AMENDMENT TO  
SUBLEASE AGREEMENT  
BETWEEN ANDERSON COUNTY AND  
LAKE HARTWELL DEVELOPMENT GROUP, LLC D/B/A  
THE SHORES OF ASBURY  
LEASE NO. DACW21-1-20-0063  
HARTWELL LAKE PROJECT  
ANDERSON COUNTY, SOUTH CAROLINA**

This SUBLEASE AGREEMENT is made and entered into by and between Anderson County, (hereinafter referred to as “SUB-LESSOR”) and Lake Hartwell Development Group, LLC d/b/a The Shores of Asbury., (hereinafter referred to as “SUB-LESSEE”).

In consideration of the mutual covenants and agreements set forth in this SUBLEASE and for other good and valuable consideration, the receipt of which is hereby acknowledged, SUB-LESSOR does hereby sublease to SUB-LESSEE and SUB-LESSEE does hereby sublease from SUB-LESSOR the premises generally described as follows:

Approximately 35 acres of land and water area under the primary jurisdiction of the Department of the Army in the Hartwell Project Area, hereinafter referred to as the premises as shown on attached **Exhibit “A”**, for public park and recreational purposes from the Department of the Army of the United States; on Hartwell Lake, Anderson County, South Carolina (hereafter referred to as the “PREMISES”).

**1. TERM**

The term of this SUBLEASE is twenty-five years (25) years, beginning on December 15, 2020 and ending on December 14, 2045, unless sooner terminated as provided for in this SUBLEASE and in no case shall the SUBLEASE exceed the term of the Prime Lease DACW21-1-20-0063 (hereinafter referred to as “LEASE”). SUBLESSEE will receive first right of refusal for any extension of the LEASE. SUBLESSOR agrees to negotiate with the ARMY Corps of Engineers for a lease extension starting no later than 20 years from the date of this sublease agreement.

**2. RENT SPECIAL SOURCE CREDIT AGREEMENT FEE PAYMENTS**

SUB-LESSEE agrees to pay to the SUB-LESSOR rental payments in the amount of one dollar per year and pay to SUB-LESSOR a fee in accordance with the Special Source Credit Agreement between the Company and the County approved by Ordinance No. 2023-031. This fee is being paid to SUB-LESSOR in lieu of all county property taxes on all taxable improvements made on the PREMISES.

**3. FEES**

Fees may be charged by the SUB-LESSEE for use of the premises or any facilities, however, no user fees may be charged by the SUB-LESSEE or its sub-lessees for use of facilities developed in whole or part with federal funds if a user charge by the Corps of Engineers for the facility would be prohibited under law.

#### **4. SUBLEASE**

SUB-LESSEE accepts this SUBLEASE subject to all of the terms and conditions of a certain Lease Agreement, Supplemental Agreement, Extension or Modification of the Lease for the property described in the U.S. Army Corps of Engineers Lease No. DACW21-1-20-0063, under which the SUB-LESSOR holds the premises as Lessee. SUB-LESSEE is hereby charged at all times with full knowledge of all the limitations and requirements of above said lease, and the necessity for correction of deficiencies, and with compliance with requests by the Government. Sublease is subject to the prime Lease, and all activities must be approved by the District Engineer. In the event of a conflict between the prime lease and the sublease, the prime lease shall be the controlling document. SUB-LESSEE covenants that it will do no act or thing which would constitute a violation of said Lease or any renewal, modification, or subsequent Lease the SUB-LESSOR may have with the Government.

#### **5. USE OF PREMISES**

SUB-LESSEE shall use the Leased Premises for recreational purposes. SUB-LESSEE shall not commit any waste nor create any nuisance on the Leased Premises and shall comply with all rules and regulations as established by the SUB-LESSOR. SUB-LESSEE shall comply with all applicable rules and regulations of governmental agencies and health department concerning the SUB-LESSEES use of the PREMISES.

#### **6. MAINTENANCE**

SUB-LESSEE shall at its sole expense maintain and keep the premises, structures and surrounding area in good condition and state of repair and shall leave the Leased Premises in essentially the same condition as it was when delivered to the SUB-LESSEE by the SUB-LESSOR. SUB-LESSEE shall pay all utility charges for electric, water, heat, gas, and telephone service used on the Leased Premises directly to the appropriate utility company/corporation. SUB-LESSEE shall pay the pro-rate share of the cost of trash removal services from the Leased Premises relating to its operation.

#### **7. INSURANCE**

SUB-LESSEE shall maintain and pay all property and liability insurance and any other insurance necessary and prudent for normal operation of the facilities on the premises, including but not limited to workers' compensation insurance. SUB-LESSEE shall furnish the SUB-LESSOR with a copy of a Certificate of Insurance with SUB-LESSOR furnishing a copy to U.S. Army Corps of Engineers, Real Estate Division (ATTN: RE-RM), 100 West Oglethorpe Ave, Savannah, Georgia 31401, naming the SUB-LESSOR and U.S. Army Corps of Engineers as additional named insureds and having a policy limit of \$1,000,000.00 per claim and aggregate of \$1,000,000.00.

#### **8. INDEMNITY OF SUB-LESSOR AND GOVERNMENT**

SUB-LESSOR AND GOVERNMENT shall not be liable to SUB-LESSEE or to SUB-LESSEE'S employees, agents, officers, directors, invitees, customers and/or visitors for any injury to persons or damage to property on or about the Premises caused

by the negligence or misconduct of the SUB-LESSEE or its employees, customers, invitees, or any other person arising out of the use of the Premises by the SUB-LESSEE and SUB-LESSEE agrees to indemnify and hold the SUB-LESSOR AND GOVERNMENT harmless from any claims or damages arising from such injury or damage.

## **9. DEFAULT**

If SUB-LESSEE shall allow any payment obligation under this SUBLEASE to be in arrears or be in default under any of the other terms or conditions set forth in this SUBLEASE for a period of more than fifteen (15) days after written notice of such delinquency, SUB-LESSOR may without further notice to the SUB-LESSEE terminate this SUBLEASE and re-enter and take possession of the Premises without being deemed guilty of trespass.

## **10. TRANSFERS, ASSIGNMENTS, AND SUBLEASES**

SUB-LESSEE may not assign, sublet, transfer, or in any manner encumber this SUBLEASE without the prior written approval of the SUB-LESSOR and written consent by the Government.

## **11. NOTICES**

All notices required hereunder must be given by certified or registered mail addressed to the proper party at the following address:

SUB-LESSOR:       Anderson County  
                          ATTN:County Administrator  
                          P.O. Box 8002  
                          Anderson, SC 29622

SUB-LESSEE:       Lake Hartwell Development Group, LLC d/b/a  
                          The Shores of Asbury  
                          ATTN:Karen Alayne McCullough  
                          1600 Asbury Park Road  
                          Anderson, SC 29625

## **12. NON-DISCRIMINATION**

a. The SUB-LESSEE shall not discriminate against any person or persons or exclude them from participation in the SUB-LESSEE's operations, programs or activities conducted on the premises, because of race, color, religion, sex, age, handicap, or national origin. The SUB-LESSEE will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

b. The SUB-LESSEE, by acceptance of this lease, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Age

**Exhibit A**

Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directive 5500.11 and 1020.1 and Army Regulation 600-7. This assurance shall be binding on the SUB-LESSEE, its agents, successors, transferees, sub-lessees and assignees.

**13. PROHIBITED USES**

The SUB-LESSEE will not sponsor or participate in timeshare ownership of any structures, facilities, accommodations, or personal property on the premises. The SUB-LESSEE will not subdivide nor develop the premises into private residential development

**14. ENTIRE AGREEMENT**

This SUBLEASE and Lease No. DACW21-1-20-0063, and any amendments thereto now or in the future, represents the entire agreement of the parties and no modification, amendment, or alteration of the terms of this agreement shall be binding unless in writing and duly executed by all the parties.

This SUBLEASE AGREEMENT is hereby executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

SUB-LESSEE: Lake Hartwell Development  
Group, LLC d/b/a  
The Shores of Asbury

By: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

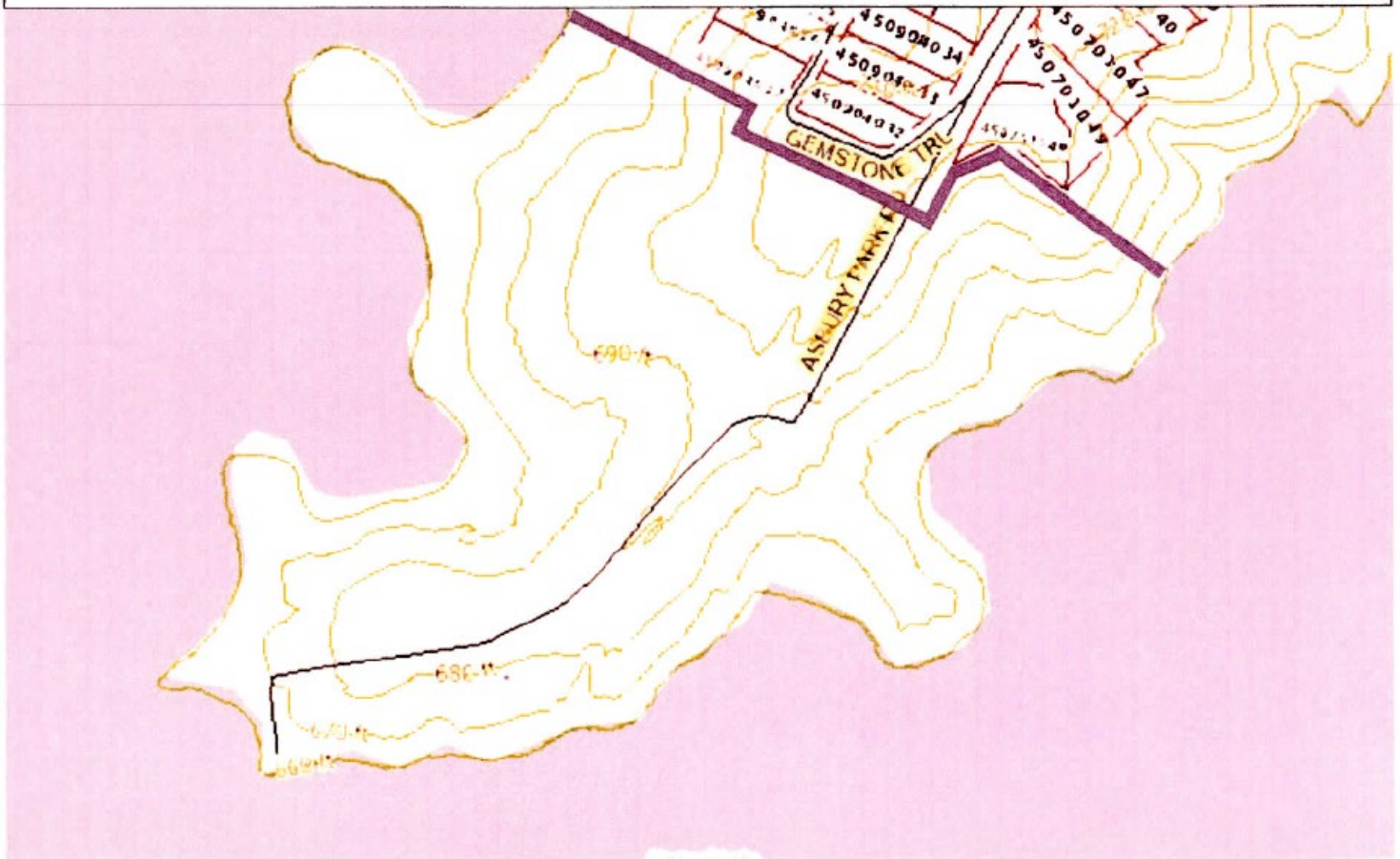
SUB-LESSOR: Anderson County

By: \_\_\_\_\_

Title: County Administrator

REAL PROPERTY DESCRIPTION

**Exhibit A: Asbury Park Site Boundary 35.5 acres**  
**Anderson SC** (not to scale)



## **RESOLUTION R2024-001**

### **A RESOLUTION EXPRESSING INTENT TO CEASE COUNTY MAINTENANCE ON AND TO AUTHORIZE COUNTY CONSENT TO JUDICIAL ABANDONMENT AND CLOSURE OF A PORTION OF SEBASTIAN CT AN ABANDONED ROAD IN WOODHAVEN ESTATES SUBDIVISION; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Sebastian Ct (the “Road”) is currently an overgrown asphalt Anderson County (the “County”) public road,

**WHEREAS**, the portion of the Road extends 500 feet from Overlook Dr (C-14-50) and exists on two parcels of property identified as Anderson County tax map numbers 1761501008 and 1761502005 all of which have common ownership, as shown on the map prepared by Anderson County Roads and Bridges Department on November 14, 2023, attached hereto as **Exhibit A** and incorporated herein by reference;

**WHEREAS**, the property owners (hereinafter collective the “Petitioners”) have requested that the County abandon said Road due to its abandoned nature and the purchase of surrounding properties. The Petition is attached hereto as **Exhibit B** and incorporated herein by reference;

**WHEREAS**, the County has complied with all of its Ordinances and Regulations pertaining to cessation of County maintenance and County consent to judicial abandonment and closure of County public roads, in the case of the above referenced Road;

**WHEREAS**, none of the procedures undertaken by the County have revealed or reflected a need for said Road to remain under County maintenance or to remain a public road, and the County staff have recommended that the County consent to the requested abandonment and judicial closure;

**WHEREAS**, Anderson County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the “County Council”) desires to express its intent to cease County maintenance on, and to authorize County consent to judicial abandonment and closure of the Road;

**NOW, THEREFORE**, be it resolved by Anderson County Council in meeting duly assembled that:

1. Anderson County, acting by and through its County Council, consents to the judicial abandonment and closure of Sebastian Ct by the property owners.
2. In the event the portion of Sebastian Court is closed by a Judicial Order, the county shall immediately cease all maintenance of this Road.
3. All orders and resolutions in conflict herewith are, to the extent of such conflict only, repealed and rescinded.

4. Should any part or portion of this resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding shall not affect the remainder hereof, all of which is hereby deemed separable.

5. This resolution shall take effect and be in force immediately upon enactment.

**RESOLVED** this 2<sup>nd</sup> day of January, 2024, in meeting duly assembled.

**ATTEST:**

---

Rusty Burns  
Anderson County Administrator

---

Tommy Dunn, Chairman  
Anderson County Council

---

Renee D. Watts  
Anderson County Clerk to Council

**APPROVED AS TO FORM:**

---

Leon C. Harmon  
Anderson County Attorney



# MEMORANDUM

## ROADS AND BRIDGES DEPARTMENT

**DATE:** December 18, 2023

**TO:** Mr. Rusty Burns  
County Administrator

**FROM:** Matt Hogan  
Road and Bridges Manager

**SUBJECT:** Proposed partial abandonment of Sebastian Ct.  
Council District Two

Please see attachments for information on the proposed partial abandonment of Sebastian Court located in Woodhaven Subdivision. Property owner has requested to abandon approximately 500' of the road due to purchasing surrounding properties.

The landowner's signed petition is enclosed. The owner was provided a copy of Anderson County's Ordinance of policies and procedures for abandoning and closing public roads, as well as a written notice of their responsibility for acquiring legal ownership to the road if Council approves abandonment by resolution.

On November 16, 2023, road closure notification signs were posted on the roadway. Signs were in place for 30 days on December 16, 2023.

Notification of the proposed abandonment was mailed to emergency service providers and Anderson School District Two Transportation Department. Anderson School District replied expressing no issues with the abandonment and there was no response from emergency services.

Our department has conducted a thorough investigation of this road.

- Public notification signs were posted for 30 days
- There were 0 inquiries
- Section of roadway is overgrown and not usable by the public
- Roadway runs from Overlook Dr (C-14-50) to Amity Rd (S-4-48)
- The section of overgrown asphalt roadway is 500 linear feet and N/A feet wide
- 50-foot dedicated right-of-way
- Average Daily Traffic Count is 0 cars per day

**Tommy Dunn**  
Chairman, District 5

**John B. Wright Jr.**  
Council District 1

**Greg Elgin**  
Council District 3

**Cindy Wilson**  
Council District 7

**ANDERSON COUNTY**  
SOUTH CAROLINA

**Brett Sanders**  
V. Chairman, District 4

**Glenn Davis**  
Council District 2

**Jimmy Davis**  
Council District 6

**Renee D. Watts**  
Clerk to Council

**Rusty Burns** | County Administrator  
rburns@andersoncountysc.org



# MEMORANDUM

ANDERSON COUNTY DEPARTMENT NAME | PAGE 2

With the information provided, I recommend Anderson County abandon interest in this section of Sebastian Ct.

For your convenience, photographs and a location map are enclosed.

Enclosures

Sincerely,

**Matt Hogan**

**Tommy Dunn**  
Chairman, District 5

**John B Wright Jr.**  
Council District 1

**Greg Elgin**  
Council District 4

**Cindy Wilson**  
Council District 7

**ANDERSON COUNTY**  
SOUTH CAROLINA

**Ray Graham**  
V. Chairman, District 3

**Glenn Davis**  
Council District 2

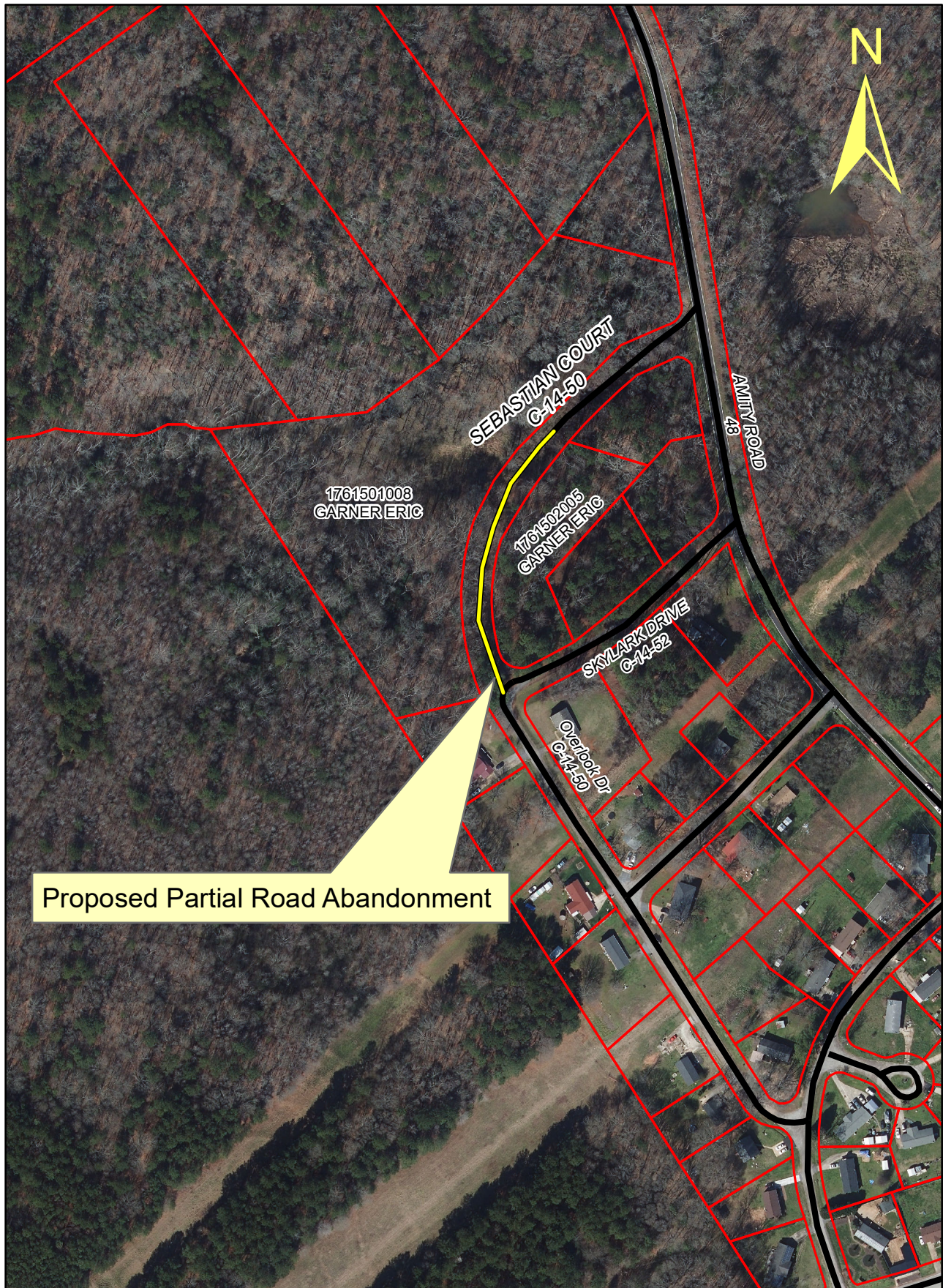
**Jimmy Davis**  
Council District 6

**Renee D. Watts**  
Clerk to Council

**Rusty Burns** | County Administrator  
rburns@andersoncountysc.org



**Proposed Partial Road Abandonment  
Approx 500' of Sebastian Ct beginning at Overlook Dr**



# Sebastian Ct Proposed Abandonment

*View from Amity Rd (S-04-0048)*



*View from View from Overlook Dr (C-14-0050)*





November 15, 2023

Jimmy Ray Sutherland, Fire Chief  
Anderson County Fire Department  
210 McGee Road  
Anderson, South Carolina 29625

Dear Chief Sutherland:

We have received a request to abandon approximately 500' of Sebastian Ct, an abandoned extension of Overlook Dr (C-14-50), located in Woodhaven Estates in Belton.

We would appreciate as to how, if any, this closure might impact emergency vehicle response to neighboring citizens. A response from you within 30 days regarding this matter would be greatly appreciated. If this closure has no effect, we will proceed with the abandonment process.

Thank you in advance for your assistance with this matter. You may contact me via email at [wmhogan@andersoncountysc.org](mailto:wmhogan@andersoncountysc.org) if you desire.

Sincerely,

Matt Hogan | ROADS AND BRIDGES DEPARTMENT  
Roads and Bridges Manager

**Tommy Dunn**  
Chairman, District 5

**John B. Wright Jr.**  
Council District 1

**Greg Elgin**  
Council District 3

**Cindy Wilson**  
Council District 7

**ANDERSON COUNTY**  
SOUTH CAROLINA

**Brett Sanders**  
V. Chairman, District 4

**Glenn Davis**  
Council District 2

**Jimmy Davis**  
Council District 6

**Renee D. Watts**  
Clerk to Council

**Rusty Burns** | County Administrator  
[rburns@andersoncountysc.org](mailto:rburns@andersoncountysc.org)



November 15, 2023

Fire Chief Dave Burnette  
Broadway Fire Department #8  
1704 Speedway Dr  
Anderson, South Carolina 29621

Dear Chief Burnette:

We have received a request to abandon approximately 500' of Sebastian Ct, an abandoned extension of Overlook Dr (C-14-50), located in Woodhaven Estates in Belton.

We would appreciate as to how, if any, this closure might impact emergency vehicle response to neighboring citizens. A response from you within 30 days regarding this matter would be greatly appreciated. If this closure has no effect, we will proceed with the abandonment process.

Thank you in advance for your assistance with this matter. You may contact me via email at [wmhogan@andersoncountysc.org](mailto:wmhogan@andersoncountysc.org) if you desire.

Sincerely,

Matt Hogan | ROADS AND BRIDGES DEPARTMENT  
Roads and Bridges Manager

**Tommy Dunn**  
Chairman, District 5

**John B. Wright Jr.**  
Council District 1

**Greg Elgin**  
Council District 3

**Cindy Wilson**  
Council District 7

**ANDERSON COUNTY**  
SOUTH CAROLINA

**Brett Sanders**  
V. Chairman, District 4

**Glenn Davis**  
Council District 2

**Jimmy Davis**  
Council District 6

**Renee D. Watts**  
Clerk to Council

**Rusty Burns** | County Administrator  
[rburns@andersoncountysc.org](mailto:rburns@andersoncountysc.org)



November 15, 2023

Alan Walfield, Director of Transportation  
Anderson County School District Two  
10990 Belton-Honea Path Highway  
Honea Path, South Carolina 29654

Dear Mr. Walfield:

We have received a request to abandon approximately 500' of Sebastian Ct, an abandoned extension of Overlook Dr (C-14-50), located in Woodhaven Estates in Belton.

We would appreciate your input as to how, if any, this closure might impact bus routing on this road. We would appreciate a response within 30 days.

Thank you in advance for your assistance with this matter. You may contact me via email at [wmhogan@andersoncountysc.org](mailto:wmhogan@andersoncountysc.org) if you desire.

Sincerely,

Matt Hogan | ROADS AND BRIDGES DEPARTMENT  
Roads and Bridges Manager

**Tommy Dunn**  
Chairman, District 5

**John B. Wright Jr.**  
Council District 1

**Greg Elgin**  
Council District 3

**Cindy Wilson**  
Council District 7

**Brett Sanders**  
V. Chairman, District 4

**Glenn Davis**  
Council District 2

**Jimmy Davis**  
Council District 6

**Renee D. Watts**  
Clerk to Council

**ANDERSON COUNTY**  
SOUTH CAROLINA

**Rusty Burns** | County Administrator  
[rburns@andersoncountysc.org](mailto:rburns@andersoncountysc.org)

## **RESOLUTION R2024-002**

### **A RESOLUTION EXPRESSING INTENT TO CEASE COUNTY MAINTENANCE ON AND TO AUTHORIZE COUNTY CONSENT TO JUDICIAL ABANDONMENT AND CLOSURE OF OAKWOOD DR DESIGNATED AS C-1-80A; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Oakwood Dr (the “Road”) is currently an asphalt Anderson County (the “County”) public road, designated as Anderson County Road C-1-80A; and,

**WHEREAS**, the Road extends 373 feet from Oak Road (S-4-363) and exists on one parcel of property identified as Anderson County tax map number 2380002011 all of which have common ownership, as shown on the map prepared by Anderson County Roads and Bridges Department on DATE attached hereto as **Exhibit A** and incorporated herein by reference;

**WHEREAS**, the property owners (hereinafter collective the “Petitioners”) have requested that the County abandon said Road for commercial development. The Petition is attached hereto as **Exhibit B** and incorporated herein by reference;

**WHEREAS**, the County has complied with all of its Ordinances and Regulations pertaining to cessation of County maintenance and County consent to judicial abandonment and closure of County public roads, in the case of the above referenced Road;

**WHEREAS**, none of the procedures undertaken by the County have revealed or reflected a need for said Road to remain under County maintenance or to remain a public road, and the County staff have recommended that the County consent to the requested abandonment and judicial closure;

**WHEREAS**, Anderson County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the “County Council”) desires to express its intent to cease County maintenance on, and to authorize County consent to judicial abandonment and closure of the Road;

**NOW, THEREFORE**, be it resolved by Anderson County Council in a meeting duly assembled that:

1. Anderson County, acting by and through its County Council, consents to the judicial abandonment and closure of Oakwood Dr (C-1-80A) by the property owners.
2. In the event Oakwood Dr is closed by a Judicial Order, the county shall immediately cease all maintenance of this Road.
3. All orders and resolutions in conflict herewith are, to the extent of such conflict only, repealed and rescinded.

4. Should any part or portion of this resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding shall not affect the remainder hereof, all of which is hereby deemed separable.
5. This resolution shall take effect and be in force immediately upon enactment.

**RESOLVED** this 2nd day of January 2024, in meeting duly assembled.

**ATTEST:**

---

Rusty Burns  
Anderson County Administrator

---

Tommy Dunn, Chairman  
Anderson County Council

---

Renee D. Watts  
Anderson County Clerk to Council

**APPROVED AS TO FORM:**

---

Leon C. Harmon  
Anderson County Attorney



# MEMORANDUM

## ROADS AND BRIDGES DEPARTMENT

**DATE:** December 20, 2023

**TO:** Mr. Rusty Burns  
County Administrator

**FROM:** Matt Hogan  
Road and Bridges Manager

**SUBJECT:** Proposed abandonment of Oakwood Dr (C-1-80A)  
Council District Six

Please see attachments for information on the proposed abandonment of Oakwood Drive (C-1-80A). Property owner has requested abandonment for commercial development.

The landowner's signed petition is enclosed. The owner was provided a copy of Anderson County's Ordinance of policies and procedures for abandoning and closing public roads, as well as a written notice of their responsibility for acquiring legal ownership to the road if Council approves abandonment by resolution.

On November 9, 2023, a road closure notification sign was posted on the road. The sign was in place for 30 days on December 9, 2023.

Notification of the proposed abandonment was mailed to Emergency Service providers and Anderson School District One Transportation Department. There were no responses from either.

Our department has conducted a thorough investigation of this road.

- Public notification signs were posted for 30 days
- There were 0 inquiries
- The road is in general public use
- Road runs from Oak Rd (S-4-363) to the end
- The asphalt road is 373 linear feet and 13 feet wide
- Prescriptive right-of-way
- Average Daily Traffic Count is 19 cars per day

With the information provided, I recommend Anderson County abandon interest in Oakwood Dr.

**Tommy Dunn**  
Chairman, District 5

**John B. Wright Jr.**  
Council District 1

**Greg Elgin**  
Council District 3

**Cindy Wilson**  
Council District 7

**ANDERSON COUNTY**  
SOUTH CAROLINA

**Brett Sanders**  
V. Chairman, District 4

**Glenn Davis**  
Council District 2

**Jimmy Davis**  
Council District 6

**Renee D. Watts**  
Clerk to Council

**Rusty Burns** | County Administrator  
rburns@andersoncountysc.org



# MEMORANDUM

ANDERSON COUNTY DEPARTMENT NAME | PAGE 2

For your convenience, photographs and a location map are enclosed.

Enclosures

**Sincerely,**

**Matt Hogan**

**Tommy Dunn**  
Chairman, District 5

**John B Wright Jr.**  
Council District 1

**Greg Elgin**  
Council District 4

**Cindy Wilson**  
Council District 7

**ANDERSON COUNTY**  
SOUTH CAROLINA

**Ray Graham**  
V. Chairman, District 3

**Glenn Davis**  
Council District 2

**Jimmy Davis**  
Council District 6

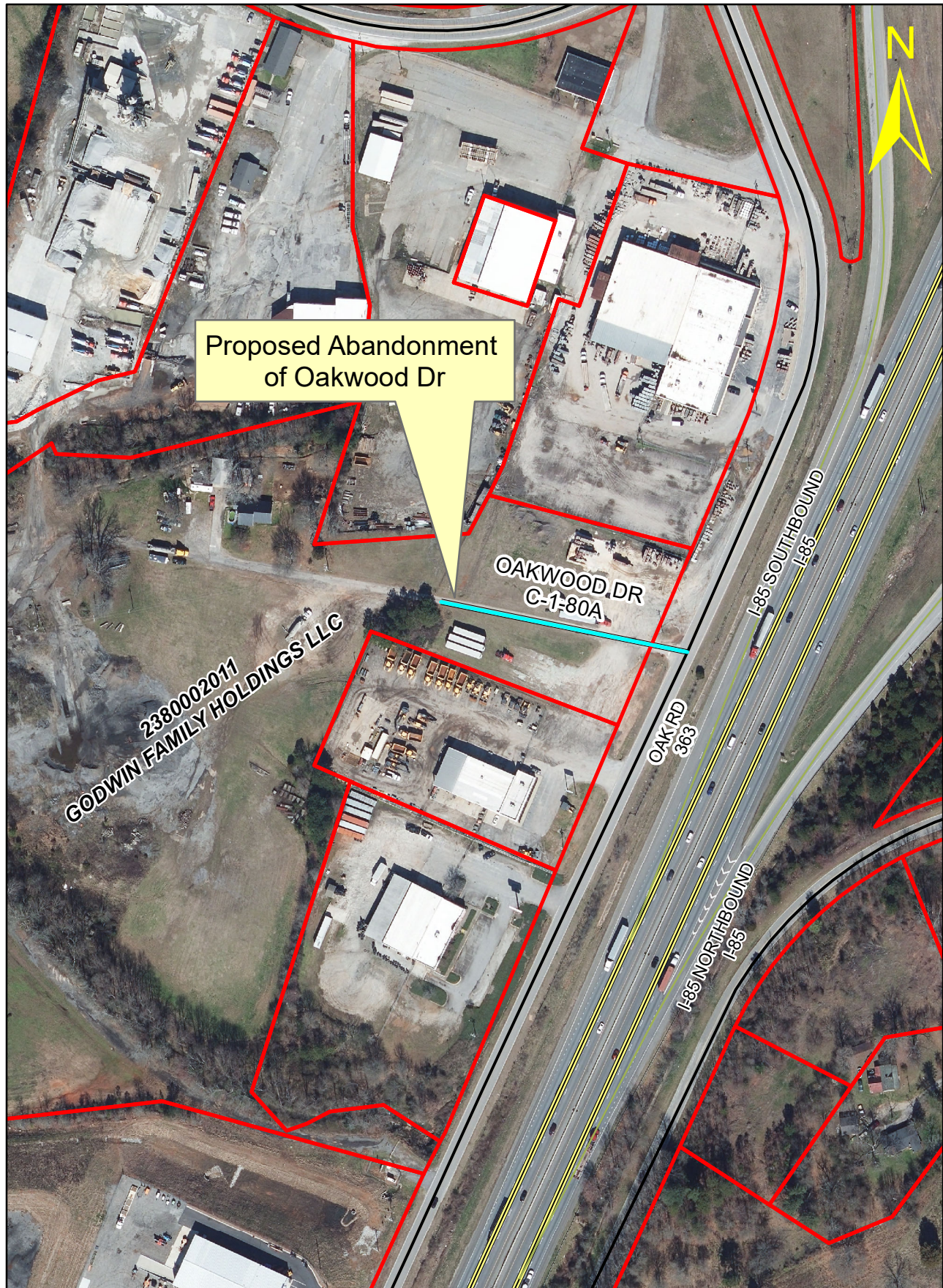
**Renee D. Watts**  
Clerk to Council

**Rusty Burns** | County Administrator  
rburns@andersoncountysc.org

843-446-3002

[illegible]

# Proposed Abandonment of Oakwood Dr C-1-80A



# Oakwood Dr (C-1-80A) Road Abandonment

*View from Oak Rd (S-4-363)*



*View from end of county road*





11/13/2023

Jimmy Ray Sutherland, Fire Chief  
Anderson County Fire Department  
210 McGee Road  
Anderson, South Carolina 29625

Dear Chief Sutherland:

We have received a request to abandon Oakwood Drive in Piedmont (C-01-0080A).

We would appreciate as to how, if any, this closure might impact emergency vehicle response to neighboring citizens. A response from you within 30 days regarding this matter would be greatly appreciated. If this closure has no effect, we will proceed with the abandonment process.

Thank you in advance for your assistance with this matter. You may contact me via email at [wmhogan@andersoncountysc.org](mailto:wmhogan@andersoncountysc.org) if you desire.

Sincerely,

Matt Hogan | ROADS AND BRIDGES DEPARTMENT  
Roads and Bridges Manager

**Tommy Dunn**  
Chairman, District 5

**John B. Wright Jr.**  
Council District 1

**Greg Elgin**  
Council District 3

**Cindy Wilson**  
Council District 7

**ANDERSON COUNTY**  
SOUTH CAROLINA

**Brett Sanders**  
V. Chairman, District 4

**Glenn Davis**  
Council District 2

**Jimmy Davis**  
Council District 6

**Renee D. Watts**  
Clerk to Council

**Rusty Burns** | County Administrator  
[rburns@andersoncountysc.org](mailto:rburns@andersoncountysc.org)



11/13/2023

Corey McDowell, Fire Chief  
Powdersville Fire Department – Station # 7  
10600 Anderson Rd  
Easley, South Carolina 29642

Dear Chief McDowell:

We have received a request to abandon Oakwood Dr in Piedmont (C-1-80A)

We would appreciate as to how, if any, this closure might impact emergency vehicle response to neighboring citizens. A response from you within 30 days regarding this matter would be greatly appreciated. If this closure has no effect, we will proceed with the abandonment process.

Thank you in advance for your assistance with this matter. You may contact me via email at [wmhogan@andersoncountysc.org](mailto:wmhogan@andersoncountysc.org) if you desire.

Sincerely,

Matt Hogan | ROADS AND BRIDGES DEPARTMENT  
Roads and Bridges Manager

**Tommy Dunn**  
Chairman, District 5

**John B. Wright Jr.**  
Council District 1

**Greg Elgin**  
Council District 3

**Cindy Wilson**  
Council District 7

**ANDERSON COUNTY**  
SOUTH CAROLINA

**Brett Sanders**  
V. Chairman, District 4

**Glenn Davis**  
Council District 2

**Jimmy Davis**  
Council District 6

**Renee D. Watts**  
Clerk to Council

**Rusty Burns** | County Administrator  
[rburns@andersoncountysc.org](mailto:rburns@andersoncountysc.org)



11/13/2023

Benny Bridges, Jr., Transportation Supervisor  
Anderson County School District One  
2001-B Easley Highway  
Piedmont, South Carolina 29673

Dear Mr. Bridges:

This letter is to inform you that we have received a request to abandon Oakwood Dr in Piedmont (C-1-80A).

We would appreciate your input as to how, if any, this closure might impact bus routing on this road. We would appreciate a response within 30 days.

Thank you in advance for your assistance with this matter. You may contact me via email at [wmhogan@andersoncountysc.org](mailto:wmhogan@andersoncountysc.org) if you desire.

Sincerely,

Matt Hogan | ROADS AND BRIDGES DEPARTMENT  
Roads and Bridges Manager

**Tommy Dunn**  
Chairman, District 5

**John B. Wright Jr.**  
Council District 1

**Greg Elgin**  
Council District 3

**Cindy Wilson**  
Council District 7

**ANDERSON COUNTY**  
SOUTH CAROLINA

**Brett Sanders**  
V. Chairman, District 4

**Glenn Davis**  
Council District 2

**Jimmy Davis**  
Council District 6

**Renee D. Watts**  
Clerk to Council

**Rusty Burns** | County Administrator  
[rburns@andersoncountysc.org](mailto:rburns@andersoncountysc.org)



# MEMORANDUM

## ANDERSON COUNTY ROADS AND BRIDGES

**DATE:** 11/1/2023

**TO:** Matt Hogan  
Roads and Bridges Manager

**FROM:** Norman McGill  
Roadway Management Supervisor

**CC:** Holt Hopkins

**SUBJECT:** Breckenridge Subdivision Phases 3,4,5

---

To the best of my ability, I certify that there are no known drainage issues in **Breckenridge Subdivision Phases 3,4, and 5** on the roads listed below. All drainage facilities and roadways within the proposed county right of way meet the county standards that were approved by the Planning Commission from the preliminary plat. The roads of this phase of the subdivision are now eligible to be considered for acceptance into the county maintenance system. This will add **5,099** feet of paved roads to the county maintenance system.

**District: 7**  
**Location:** Breckenridge Subdivision

**Roads:** (P-10-0379) S. Oak Crest Dr. (P-10-0380\_1) Oak Hill Ln, (P-10-0380\_2) Oak Hill Ln (P-10-0404) Maple Ln, and (P-10-0374) Highlands Dr

**Tommy Dunn**  
Chairman, District 5

**John B. Wright**  
Council District 1

**Greg Elgin**  
Council District 3

**Cindy Wilson**  
Council District 7

**Brett Sanders**  
V. Chairman, District 4

**Glenn Davis**  
Council District 2

**Jimmy Davis**  
Council District 6

**Renee Watts**  
Clerk to Council

**ANDERSON COUNTY**  
SOUTH CAROLINA

**Rusty Burns** | County Administrator  
rburns@andersoncountysc.org

Roads and Bridges  
1428 Pearman Dairy Road  
Anderson, S.C. 29625  
864-260-4190



## RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: ALL

**Mail/Email/Fax to:**

Anderson County Council Clerk  
P.O. Box 8002, Anderson, SC 29622  
rdwatts@andersoncountysc.org  
Fax: 864-260-4356

**Tommy Dunn**  
Chairman, District 5

**Brett Sanders**  
V. Chairman, District 4

**John B. Wright, Jr.**  
Council District 1

**Glenn A. Davis**  
Council District 2

**Greg Egin**  
Council District 3

**Jimmy Davis**  
Council District 6

**Cindy Wilson**  
Council District 7

**Renee Watts**  
Clerk to Council

**Rusty Burns**  
County Administrator

1. Name of entity requesting recreation fund appropriation:  
UNCF-(United Negro College Fund)
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): 5,000.00
3. The purpose for which the funds are being requested:  
TO SUPPORT College Education - Especially 1<sup>st</sup> Generation Students.
4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing.  
YES
5. Contact Person: REV. James C. Clark  
Mailing Address: 1401 Murray Ave. Anderson SC 29625  
Phone Number: 864-451-4315  
Email: Pastor@wilsoncalvarybaptist.org
6. Statement as to whether the entity will be providing matching funds: NONE

I certify that the forgoing is true and accurate to the best of my knowledge and that I am authorized to make this application on behalf of the above-named entity.

Rev James C. Clark  
Signature

James C. CLARK  
Print Name

DEC 20, 2023  
Date



## RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: All

Mail/Email/Fax to:

Anderson County Council Clerk  
P.O. Box 8002, Anderson, SC 29622  
rdwatts@andersoncountysc.org  
Fax: 864-260-4356

**Tommy Dunn**  
Chairman, District 5

**Brett Sanders**  
V. Chairman, District 4

**John B. Wright, Jr.**  
Council District 1

**Glenn A. Davis**  
Council District 2

**Greg Elgin**  
Council District 3

**Jimmy Davis**  
Council District 6

**Cindy Wilson**  
Council District 7

**Renee Watts**  
Clerk to Council

**Rusty Burns**  
County Administrator

1. Name of entity requesting recreation fund appropriation:  
Westside Community Center
2. Amount of request (If requesting funds from more than one district, annotate amount from each district):  
\$5000.00
3. The purpose for which the funds are being requested:  
To assist Programs in Recreation and Wellness events for Citizens in the Community
4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing. yes
5. Contact Person: Dr. Beatrice Thompson  
Mailing Address: 1100 W. Franklin Street  
Phone Number: 864-260-1093  
Email: bthompson@bellsouth.net
6. Statement as to whether the entity will be providing matching funds: No  
Matching funds will not be provided

I certify that the forgoing is true and accurate to the best of my knowledge and that I am authorized to make this application on behalf of the above-named entity.

Beatrice Thompson  
Signature

Beatrice R. Thompson  
Print Name

12/1/23  
Date



## RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: All

**Mail/Email/Fax to:**

Anderson County Council Clerk  
P.O. Box 8002, Anderson, SC 29622  
rdwatts@andersoncountysc.org  
Fax: 864-260-4356

Tommy Dunn  
Chairman, District 5

Brett Sanders  
V. Chairman, District 4

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Council District 1

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Council District 2

Greg Elgin  
Council District 3

Jimmy Davis  
Council District 6

Cindy Wilson  
Council District 7

Renee Watts  
Clerk to Council

Rusty Burns  
County Administrator

1. Name of entity requesting recreation fund appropriation:

Anderson County Foster Parent Association

2. Amount of request (If requesting funds from more than one district, annotate amount from each district):

No Less than \$500.00 from each district if possible.

3. The purpose for which the funds are being requested:

The AC FPA has developed a mentoring program that assists homeless teens in Anderson County

4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing.

You have our info on file

5. Contact Person: Cammy Clay

Mailing Address: 617 Wright School Rd Belton SC 29629

Phone Number: 264 378-2056

Email: Cammyclay@yahoo.com or AndersonSCFPA@gmail.com

6. Statement as to whether the entity will be providing matching funds:

Not at this time

I certify that the foregoing is true and accurate to the best of my knowledge and that I am authorized to make this application on behalf of the above-named entity.

Cammy Clay  
Signature

Cammy Clay FPA President  
Print Name

11/29/23  
Date



## RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 3

**Mail/Email/Fax to:**

Anderson County Council Clerk  
P.O. Box 8002, Anderson, SC 29622  
rdwatts@andersoncountysc.org  
Fax: 864-260-4356

**Tommy Dunn**  
Chairman, District 5

**Brett Sanders**  
V. Chairman, District 4

**John B. Wright, Jr.**  
Council District 1

**Glenn A. Davis**  
Council District 2

**Greg Elgin**  
Council District 3

**Jimmy Davis**  
Council District 6

**Cindy Wilson**  
Council District 7

**Renee Watts**  
Clerk to Council

**Rusty Burns**  
County Administrator

1. Name of entity requesting recreation fund appropriation:  
South Carolina State Chili Cook-Off Championship
2. Amount of request (If requesting funds from more than one district, annotate amount from each district):  
\$3000
3. The purpose for which the funds are being requested:  
Operating Expenses associated with hosting the 2024 SC State Chili Cook-off
4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing.  
Yes, 501 C3
5. Contact Person: Gene Jameson  
Mailing Address: PO Box 101, Belton, SC 29627  
Phone Number: 964-940-9632  
Email: genejameson@bellsouth.net
6. Statement as to whether the entity will be providing matching funds:  
The SC State Chili Cook-off will be working to get approximately \$35,000 through donations and sponsorships to host event.

I certify that the forgoing is true and accurate to the best of my knowledge and that I am authorized to make this application on behalf of the above-named entity.

Gene Jameson

12/27/23

Signature

Print Name

Date